

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation,  
QUALCOMM TECHNOLOGIES, INC., a  
Delaware corporation, and NUVIA, INC., a  
Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

**REDACTED - PUBLIC VERSION  
(Filed August 28, 2024)**

**DECLARATION OF NICHOLAS FUNG IN SUPPORT OF ARM LTD.’S  
REPLY BRIEF IN SUPPORT OF ITS MOTIONS TO EXCLUDE AND STRIKE  
CERTAIN EXPERT OPINIONS AND TESTIMONY OF MURALI ANNAVARAM,  
PATRICK KENNEDY, JOHN COATES, AND JOEL STECKEL**

I, Nicholas Rylan Fung, declare as follows:

1. I am an attorney with the law firm of Morrison & Foerster LLP (“Morrison & Foerster”), counsel for Plaintiff Arm Ltd. (“Arm”) in the above-referenced action.
2. I submit this declaration in support of Arm’s Reply Brief in Support of its Motions to Exclude and Strike Certain Expert Opinions and Testimony of Murali Annavaram, Patrick Kennedy, John Coates, and Joel Steckel.
3. Attached hereto as **Exhibit 1** is a true and correct copy of correspondence from Nicholas Fung to Catherine Nyarady, dated August 4, 2024.
4. Attached hereto as **Exhibit 2** is a true and correct copy of the Reply Expert Report of W. Todd Schoettelkotte Relating to Remedies for Counterclaim-Plaintiffs’ Claims, dated June 10, 2024.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 21st day of August, 2024 at Los Angeles, California.

/s/ Nicholas Fung

Nicholas Fung

# Exhibit 1

**MORRISON FOERSTER**

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August 4, 2024

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**HIGHLY CONFIDENTIAL –  
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Catherine Nyarady  
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New York, New York 10019-6064

Re: Arm Ltd. v. Qualcomm Inc. et al., C.A. No. 22-1146-MN (D. Del.)

Counsel:

We write in response to Qualcomm's July 24, 2024 letter regarding stale fact discovery issues, and to follow up on our July 26, 2024 email, and the parties July 12, 2024 in-person meet and confer and July 19, 2024 meet and confer, regarding the same.

As detailed below, Arm has conducted certain good faith and reasonable investigations and provided documents and information consistent with Arm's prior offers and agreements and therefore we understand that the majority of Qualcomm's purported disputes have been resolved. We note, however, that Qualcomm's July 24 continues to ignore and mischaracterize Arm's prior explanations in emails, letters, and meet and confers, and follows the same pattern of Qualcomm slow rolling its responses, demanding immediate answers from Arm, and then manufacturing disputes based on Arm's refusal to follow Qualcomm's unilaterally set deadlines. As repeatedly explained, Qualcomm's endless shifting of positions on various issues, disregard for Arm's prior confirmations and explanations, and demand for immediate responses makes it extremely difficult for Arm to continue to consider Qualcomm's positions and attempt to resolve disputes without burdening the Court.

Nonetheless, we remain committed to attempting to resolve the remaining disputes, while also maintaining that Qualcomm's purported discovery disputes are untimely and the parties do not have any agreement that Qualcomm has not waived these purported concerns by failing to pursue them in a timely matter.

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### **1. Arm's Good Faith, Reasonable, and Proportional Search, Collection, Review, and Production of Documents Related to Qualcomm's Counterclaims from Locations Such Documents Are Likely to be Found**

**Nuvia-Requested Features.** Arm again explained during the July 12 in-person meet and confer that Arm has already provided discovery on these subjects, including in Arm's discovery responses and through deposition testimony. (*See, e.g.*, Arm's First Supplemental Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28; 5/10/2024 G. Larri Depo. Tr. at 127:8-24, 201:9-202:4; 12/7/2023 M. Werkheiser Depo. Tr. at 54:10-55:15.) Nonetheless, Arm conducted a good faith and reasonable investigation into the existence of documents showing that features requested by Nuvia were also (1) already part of Arm's development plan or (2) requested by other Arm partners, and confirms no such documents have been located. Arm directs Qualcomm to the document previously produced at ARM\_01462325, and the document produced as part of Arm's agreed-upon supplemental investigation and July 24 production at ARM\_01468851, as examples of documents that include roadmaps related to Arm's CMN product. Accordingly, Arm understands that Qualcomm's purported disputes concerning this subject have been resolved.

**CMN Features (RFP Nos. 131 and 132).** During the July 12 in-person meet and confer Qualcomm offered to narrow these requests, for the first time, to documents sufficient to show the features in each version of Arm's CMN product. Arm has conducted a good-faith, reasonable, and proportional investigation into such documents and identifies the following documents: (1) technical reference manuals for representative versions of Arm's CMN that were made available for inspection on the source code computer on May 1 with the respective source code; (2) documents previously produced at ARM\_SC\_1\_00010705, ARM\_SC\_1\_00010673, ARM\_SC\_1\_00010641, ARM\_01441115, ARM\_01441079, ARM\_01441042, and ARM\_0144988; (3) and documents produced as part of Arm's agreed-upon supplemental investigation and July 24 production at ARM\_01468859, ARM\_01468973, ARM\_01468597, ARM\_01468671, ARM\_01468540, ARM\_01468421, ARM\_01468742, ARM\_01468820, ARM\_01468851, ARM\_01468504, ARM\_01468845, ARM\_01468496. Accordingly, Arm understands that Qualcomm's purported disputes concerning this subject have been resolved.

**Change Logs (RFP No. 47).** Arm has already confirmed, repeatedly and including during the July 12 in-person meet and confer, that (1) Arm produced release notes for the representative versions of the source code on the source code computer, which provide similar information as change logs; (2) the releases notes were produced with the representative versions of the source code and have been available for Qualcomm's expert's review on the source code computer in Morrison Foerster's Palo Alto office since his first visit on May 1; (3) "changelogs" for its CMN products are not maintained by Arm in the ordinary course of business; and (4) Arm's production of release notes is consistent with its

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agreement to produce documents in its possession, custody, or control located via a reasonable, proportional search since September 27, 2019 regarding modifications to the CMN products. (*See, e.g.*, 6/17/2024 N. Fung letter at 5-6; 6/6/2024 N. Fung letter at 9; 5/20/2024 letter from N. Fung at 10.)

To be clear, Qualcomm has Arm's production of release notes and Arm's confirmation that "changelogs" for its CMN products are not maintained by Arm in the ordinary course of business and Qualcomm is not entitled to any additional documents or information in response to RFP No. 147. Nonetheless, as Qualcomm requested for the first time during the July 12 in-person meet and confer and in an attempt to resolve disputes without burdening the Court, Arm conducted a reasonable and good faith investigation and confirms that Arm uses GIT as the version control software for Arm's CMN product. Accordingly, Arm understands that Qualcomm's purported disputes concerning this subject have been resolved.

**Marketing Documents (RFP No. 154).** Prior to the July 12 in-person meet and confer, the only purported issue Qualcomm has raised concerning Arm's production of marketing documents relating to CMN was the "product requirements specification" referenced during the deposition of Arm's Rule 30(b)(6) witness. (*See, e.g.*, 6/21/2024 letter from C. Nyarady at 8 (for RFP No. 154, "incorporate[ing] by reference the description above regarding Qualcomm's request for the production of the requested marketing requirement specification"). Nonetheless, as Qualcomm requested for the first time during the July 12 in-person meet and confer and in an attempt to resolve disputes without burdening the Court, Arm conducted a reasonable and good faith investigation into marketing documents, made a supplemental production of such documents on July 24, and identifies following Bates ranges: ARM\_01467542 – ARM\_01468420. Accordingly, Arm understands that Qualcomm's purported disputes concerning this subject have been resolved.

**Financial Documents (RFP Nos. 133, 134, 149, 150, 152, 153).** Arm maintains that Qualcomm has failed to identify any specific deficiencies with Arm's good faith, reasonable, and proportional search, collection, review, and production of documents related to Qualcomm's new counterclaims, including financial information, from locations such documents are likely to be found. Rather, Qualcomm has repeatedly suggested certain things may be possible or that certain documents or information that Arm has not provided may exist without any basis or support that Arm's initial search, collection, review, and production of documents related to Qualcomm's new counterclaims as well as the follow up documents and information that Arm has provided through the discovery dispute process is not reasonable and proportional, particularly considering (1) Arm's detailed explanations regarding its good faith, reasonable, and proportional search, collection, review, and production of documents related to Qualcomm's new counterclaims from locations such documents are likely to be found; (2) the limited nature of Qualcomm's new counterclaims;

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(3) Qualcomm's actions concerning the scope of discovery related to its new counterclaims, including Qualcomm's express statements to the Court during the March 5, 2024 hearing that Qualcomm would seek "the most narrow and limited universe" of discovery that Qualcomm needed (*see* 3/5/2024 Hearing Tr. at 13:20-14:7 ("We're really trying to make this very narrow, very limited to the exact problem that has arisen ...."); *id.* at 15:18-20 ("We will do everything within our power to fit this narrow and limited additional discovery into the time that we had."); *id.* at 16:2-4 ("[W]e are not asking for an elaborate discovery schedule, and we will work very hard to do this in the limited amount of time that we have.")); (4) the amount of time Qualcomm proposed for counterclaim discovery (D.I. 307, Ex. A); and (5) Qualcomm's failure to raise any procedures or issues for e-discovery relating to its new counterclaims, despite multiple meet and confers by the parties and the parties filing a stipulation with the proposed revised case schedule on March 25, 2024 (D.I. 307).

Nonetheless, in an attempt to resolve the parties' disputes without burdening the Court, Arm has conducted a reasonable and good faith investigation into the below categories of documents as agreed-upon during the July 12 in-person meet and confer.

***Internal documents relating to valuation of CMN.*** As Arm agreed during the July 12 in-person meet and confer, Arm conducted a good faith and reasonable investigation into the existence of such documents, including following up with Arm's Rule 30(b)(6) witness regarding purported testimony concerning such documents. Based on Arm's good faith and reasonable investigation, we confirm no such documents exist in the ordinary course of business and that Arm's Rule 30(b)(6) witness's purported testimony concerning such documents was based simply on his personal belief that such documents may exist.

***Documents sufficient to show list prices and actual prices associated with licensing features in CMN.*** Qualcomm's July 24 letter mischaracterizes Arm's statements in its June 17 letter and ignores lead-counsel's confirmations from the July 12 in-person meet and confer. First, Arm's June 17 letter was limited to confirmation concerning "list prices and actual prices associated with licensing features of Arm's CMN product *that Nuvia requested or provided input on.*" (6/17/2024 letter from N. Fung at 10 (emphasis added).) Qualcomm's July 24 letter, however, omits the emphasized language, seemingly to expand the scope of documents it claims should be produced. Regardless, Arm confirmed during the in-person meet and confer that Arm's June 17 letter mistakenly omitted the "not" in Arm's confirmation and should have read that Arm confirms that it does *not* maintain in the ordinary course of business documents related to the list prices and actual prices associated with licensing features of Arm's CMN product that Nuvia requested or provided input on. Arm further confirmed that this applied to all features in Arm's CMN and was not limited to the features Nuvia-requested or provided input on. Accordingly, we understand Qualcomm's concerns as related to list prices and actual prices of CMN features have been resolved.

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Qualcomm now seeks confirmation whether Arm maintains in the ordinary course of business documents related to the list prices and actual prices associated with CMN. (*See* 7/24/2022 letter from C. Nyarady at 3). But Request No. 50, which Qualcomm has previously relied on for actual and list prices but omits from its July 24 letter, is not so broad and is limited to list and actual prices associated with licensing features found in CMN, not CMN generally (*see* 6/21/2022 letter from C. Nyarady at 7). Nonetheless, in an attempt to resolve the parties' dispute without burdening the Court, Arm agreed during the July 12 in-person meet and confer to conduct a good faith and reasonable investigation into the existence of such documents. Arm has made a supplemental production on August 1 and identifies the document at ARM\_01469008 as containing CMN pricing information.

***Documents sufficient to show sales, revenue, or profit from CMN.*** As repeatedly stated, Arm has already produced ARM\_01460538, reflecting total royalty product history recorded for Arm's CMN products from January 1, 2017 through January 1, 2024, as kept in the ordinary course of business, and consistent with its responses to Qualcomm's discovery requests. Nonetheless, in an attempt to resolve disputes without burdening the Court, Arm conducted an additional good faith and reasonable investigation into the existence of any additional documents and confirms that no such additional documents exist as kept in the ordinary course of business.

***Documents regarding overall licensing revenue where CMN forms at least a portion of the license technology.*** As stated during the July 12 in-person meet and confer, Qualcomm is not entitled to top-line royalty or license fees at, for example, the overall license or contract level, simply because CMN is one of the many technologies being licensed. Accordingly, in an attempt to resolve disputes without burdening the Court, Arm agreed to conduct a good faith and reasonable investigation into whether any additional documents exist relating to licensing revenue or royalties that have a closer fit to CMN, versus, for example, bundled at the overall license level. Arm has made a supplemental production on August 1 and identifies the document at ARM\_01469008 as containing CMN pricing information.

## **2. Arm's Rule 30(b)(6) Deposition.**

As stated during the July 12 in-person meet and confer, Arm will consider questions from Qualcomm related to Rule 30(b)(6) Topics covering source code and financial information but reserves its right to object to said questions depending on, for example, the number or scope of the questions.



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### **3. Qualcomm's Belated Request to Re-Review Thousands of Pages of Documents Produced Beginning a Year Ago**

Qualcomm's July 24 letter continues to mischaracterize Arm's good-faith discussions concerning these documents and disregards the leisurely pace at which Qualcomm has pursued this issue. First, as Arm stated during the July 19 meet and confer, whether Qualcomm's request for Arm to re-review 69 documents is "a substantially narrowed set of documents" in comparison to the originally requested 1,100 documents (7/24/2024 letter from C. Nyarady at 5), is irrelevant, as the documents identified by Qualcomm still includes nearly 3,000 pages and presents a significant undertaking for Arm to re-review at this late stage.

Second, Arm does not dispute that the parties were in agreement that Arm was willing to discuss further the unredactions of specific documents if Qualcomm articulated a rationale particular to those documents. In Arm's May 6 letter, Arm indicated its willingness to proceed with the offer outlined in its prior letter, which included discussing further unredactions. (*See* 5/6/2024 letter from N. Fung at 1.) Qualcomm then sat silent for months with regard to further discussions regarding unredactions. Indeed, despite sending numerous emails regarding the parties' discovery disputes relating to the original claims, not once did Qualcomm request to further discuss unredactions. (*See* 5/29/2024 email from M. Vaughn to K. Friedland; 6/3/2024 email from M. Vaughn to K. Friedland; 6/7/2024 email from M. Vaughn to K. Friedland; 6/21/2024 email from M. Vaughn to K. Friedland; 6/26/2024 from M. Vaughn to K. Friedland.) Rather, Qualcomm first raised the issue again during the parties' July 12 in-person meet and confer on other issues, at which time Arm noted that, consistent with the above, Qualcomm had not requested to further discuss unredactions since Arm's offer in its May 6 letter. Qualcomm was unable to identify any such request during the July 12 in-person meet and confer and still does not in its July 24 letter, confirming that Qualcomm sat silent on this issue for months.

Third, any suggestion in Qualcomm's July 24 that the parties were scheduled, and Arm refused, to discuss this issue during the July 12 in-person meet and confer is wrong. Qualcomm did not identify this issue, nor any issues related to the original claims, as issues it sought to raise with the Court that resulted in the Court-order in-person meet and confer. (*See* 6/12/2024 email from J. Ying to R. Vrana ("Please let me know you availability to reach out to chambers regarding the discovery disputes relating to M. Son's deposition and the counterclaim discovery (see, e.g., June 11 email from M. Vaughn)); 6/17/2024 email from J. Ying to R. Vrana ("We would like to move forward with contact the Court regarding [our request for a deposition of M. Son] and the outstanding counterclaim discovery issues."); 6/18/2024 email from J. Ying to R. Vrana (listing the issues Qualcomm intends to raise with the Court, none of which related to discovery disputes on the original claims). Accordingly, when Qualcomm indicated its intent to add issues related to the original claims to the in-

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person meet and confer, Arm explicitly objected and stated that “Arm d[id] not agree that Qualcomm can simply add issues to the Court-ordered meet and confer involved lead trial counsel.” (6/28/2024 email from K. Friedland to M. Vaughn). And when Qualcomm raised the issue of redactions during the in-person meet and confer, the parties were in agreement that it was best for such discussion to take place on a different day with a smaller group, implicitly acknowledging that it was not an issue scheduled to be discussed during the Court-order in-person meet and confer.

Fourth, Arm has engaged in good-faith discussions regarding the remaining documents, including during the July 19 meet and confer. Arm has also provided unredacted and lesser redacted copies of certain of the documents that Qualcomm has identified. As we explained during the July 19 meet and confer, we were willing to engage in a document-by-document discussion of the remaining documents. However, due to Qualcomm’s continued failure to articulate the grounds for unredacting documents now, months after the close of fact discovery, and for documents that were produced as early as early as July, September, and October of 2023, we provided our position that Arm was not willing to conduct a wholesale re-review of the nearly 3,000 pages of documents. Additionally, Qualcomm’s claim that “ARM is not taking the position that its responsiveness redactions were appropriate” (7/24/2024 letter from C. Nyarady at 5), is wrong. Arm’s position has been and remains that its redactions of documents in this case are appropriate and it is surprising that Qualcomm would claim otherwise.

Fifth, Qualcomm’s statement that it “intend[s] to update the Court that the parties were unable to reach agreement on this issue via the meet and confer process” (7/24/2024 letter from C. Nyarady at 5), is confusing. As explained above, redactions were not one of the issues contemplated when Qualcomm contacted the Court resulting in the Court-ordered in-person meet and confer and Arm explicitly objected to Qualcomm’s attempt to interject the issue (or any purported discovery disputes related to the original claims) into the in-person meet and confer. That this issue has not yet been raised to Court is also consistent with Qualcomm’s statements during the July 19 meet and confer that, as a result of Arm’s position, Qualcomm would need to raise the issue with the Court and the Court would likely order a separate in-person meet and confer. To be clear, Arm’s position is that this issue remains untimely, Qualcomm has not yet raised the issue with the Court, and, to the extent Qualcomm intends to do so, Qualcomm must follow the required discovery dispute process.

#### **4. Deposition of Mr. Son**

Qualcomm’s July 24 letter mischaracterizes the parties’ discussions during the July 12 in-person meet and confer in an apparent attempt to manufacture a dispute, and despite Arm’s more than reasonable offer for a resolution.

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First, regarding Qualcomm's original RFAs Nos. 8 and 9 served on Oct. 18, 2023 that were the source of all proceedings before the court, Qualcomm wrongly claims that Arm was unable to provide a sufficient explanation as to Qualcomm's position that "ARM's Supplemental R&Os to RFA Nos. 8 and 9 are not consistent with the representations ARM has made to date, including ARM's representations to the Court during the March 7, 2024 hearing." (7/24/2024 letter from C. Nyarady at 5.) But Arm has already explained, repeatedly, that the supplemental responses are consistent and again emphasized this during the July 12 in-person meet and confer. In contrast, it is Qualcomm who has still not explained, for example, its basis for claiming the responses are inconsistent with the deposition testimony of Rene Haas. Additionally, as to purported inconsistencies with statements by Arm's counsel during the March 7 hearing, Arm explained during the in-person meet and confer that there is no such inconsistency and that Qualcomm's apparent basis seemed to turn on its strained interpretations of the word "expires." Arm's comments and the written responses both convey that Mr. Son stated that Qualcomm's rights would end.

Regardless, Arm offered during the in-person meet and confer to have its lead counsel conduct a follow-up interview with Mr. Son regarding Arm's responses to Qualcomm's original RFA Nos. 8 and 9, including asking Mr. Son whether he remembers using the word "expires," and to supplement its responses to Qualcomm's original RFA Nos. 8 and 9 accordingly, which Qualcomm repeatedly rejected.

Second, Qualcomm claims that Arm was unable to provide a sufficient explanation as to Qualcomm's position that "ARM's Supplemental R&Os to RFA Nos. 8 and 9 are not credible because each falsely claims that the trial date in this case was 'set for late 2024' when Mr. Son met with Samsung in early October 2022." (7/24/2024 letter from C. Nyarady at 5.) Qualcomm's purported concern seemingly turns on the use of the word "then" (which Qualcomm omits from its excerpt of the phrase on which it focuses) rather than "later" in the responses. Further, as Arm explained during the in-person meet and confer, Qualcomm raised this concern for the first time during the in-person meet and confer, and Arm had to follow up, but was willing to address the misunderstanding in any additional responses. Accordingly, any suggestion in Qualcomm's July 24 letter that Arm was unprepared or refused to discuss this concern during the in-person meet and confer is a mischaracterization of the discussion.

Third, Qualcomm now claims the purported credibility issues have been "further heightened" because "counsel of record for ARM did not personally discuss the substance of the discovery responses with Mr. Son" and, instead, a Morrison & Foerster partner in Tokyo's office engaged in such discussion. (See 7/24/2024 letter from C. Nyarady at 5.) Qualcomm fails to provide any support for its argument and, regardless, Arm has offered to have lead counsel have an additional discussion with Mr. Son regarding Arm's responses to

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Qualcomm's original RFA Nos. 8 and 9. Moreover, attorneys from Morrison & Foerster discussed the substance of the responses with Mr. Son with direction from lead counsel in this litigation. This is a non-issue no matter how it is portrayed.

Fourth, while Arm has offered during the in-person meet and confer to have counsel of record speak with Mr. Son and provide yet another set of supplemental responses to Qualcomm's original RFA Nos. 8 and 9, Arm explicitly reserved its rights regarding Qualcomm's untimely and overbroad amended RFAs and new ROGs served on June 3, 2024, months after the close of fact discovery and nearly ninety days after the Court's March 7 hearing regarding the parties' dispute, if Qualcomm would agree that Arm doing so would resolve the dispute. Qualcomm's July 24 letter, indicating that "it is unclear that any such conversation would obviate the need for Qualcomm's counsel to depose Mr. Son and test his first-hand knowledge" (7/24/2024 letter from C. Nyarady at 6), suggests Arm doing so will not resolve the dispute and Qualcomm intends to seek to depose Mr. Son regardless.

Fifth, as you know, Qualcomm agreed during the July 12 in-person meet and confer to follow up with Arm regarding its proposal to speak with Mr. Son and provide additional responses. Qualcomm then waited 12 days to send a letter following up on the parties' July 12 in-person meet and confer and demanded that Arm provide updated discovery responses in just two days. (*See* 7/26/2024 email from K. Friedland to M. Vaughn.) As we have explained previously, Qualcomm's repeated attempts to impose unreasonable deadlines are counterproductive where the parties are working in good faith to resolve disputes without burdening the Court.

Nonetheless, despite Qualcomm's mischaracterizations and apparent attempt to manufacture an impasse regardless of what Arm does or does not provide, Arm remains committed to resolving the dispute without burdening the Court in a manner that provides Qualcomm with verified written responses that could be used in Court. As to Qualcomm's original RFA Nos. 8 and 9 served on Oct. 18, 2023, Arm remains willing to have its lead counsel conduct a follow-up interview with Mr. Son regarding Arm's responses to those RFAs, including asking Mr. Son whether he remembers using the word "expires" given the specific comments on that issue in the conference and to supplement its responses to those RFAs with any new information. This should resolve the dispute.

As to Qualcomm's amended RFA Nos. 8-10 and 13 and new ROGs 30-32 served on June 3, 2024, that discovery was served over six months after the November 17, 2023 close of fact discovery and nearly three months after the Court's March 7, 2024 hearing regarding the parties' dispute. It remains untimely, overbroad, and not relevant or proportional to any issues in the case. Nonetheless, Arm is willing to have its lead counsel speak to Mr. Son about the expanded information requested in Amended RFA Nos. 8-10, and Interrogatory

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Nos. 30–32, and to provide written verified responses for them. We believe this should resolve Qualcomm’s request for a deposition of Mr. Son. Please confirm.

Sincerely,

*/s/ Nicholas Fung*

Nicholas Fung

# **Exhibit 2**

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

---

ARM LTD., a U.K. corporation,	§	
	§	
Plaintiff,	§	
	§	
v.	§	C.A. No. 22-1146 (MN))
	§	
QUALCOMM, INC., a Delaware	§	
corporation, QUALCOMM	§	
TECHNOLOGIES, INC., a Delaware	§	
corporation, and NUVIA, INC., a Delaware	§	
corporation	§	
	§	
Defendants.	§	

---

**REPLY EXPERT REPORT OF W. TODD SCHOETTELKOTTE  
RELATING TO REMEDIES FOR COUNTERCLAIM-PLAINTIFFS’ CLAIMS**

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT.

  
\_\_\_\_\_  
W. TODD SCHOETTELKOTTE

  
\_\_\_\_\_  
EXECUTED ON

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## **I. INTRODUCTION**

1. Plaintiff Arm Ltd. (“Arm” or “Plaintiff”) has accused Defendants Qualcomm Inc., Qualcomm Technologies, Inc. (collectively, “Qualcomm”) and Nuvia, Inc. (“Nuvia”) (both collectively, “Defendants”) of breaching the Nuvia Architecture License Agreement (the “Nuvia ALA”).<sup>1</sup> The details of this initial dispute are detailed in my opening expert report, dated December 20, 2023 (“Initial Report”), and my reply expert report, dated March 25, 2024 (“Reply Report”), submitted during the course of expert discovery in this litigation.

2. After submission of my Initial Report, Qualcomm and Nuvia accused Arm of (a) breaching the Nuvia ALA by “fail[ing] to fulfill its termination obligations to NUVIA, as set forth in [REDACTED] of the NUVIA ALA, [REDACTED] [REDACTED]” and (b) breaching the Nuvia TLA by “fail[ing] to fulfill its termination obligations to NUVIA, as set forth in [REDACTED] [REDACTED] [REDACTED]” (collectively, the “Counterclaims”).<sup>2</sup>

3. On May 20, 2024, Patrick F. Kennedy, Ph.D. issued an expert report (“Kennedy Counterclaim Report”) which includes his opinions as to the alleged damages associated with Nuvia’s and Qualcomm’s Counterclaims. I have been retained as an expert on behalf of Arm to evaluate and respond to the Kennedy Counterclaim Report. I was asked to assume for purposes of my report that that Arm is found liable for breach of the Nuvia ALA and Nuvia TLA, but I offer no opinion regarding liability.

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<sup>1</sup> Complaint, August 31, 2022, pp. 16 – 18.

<sup>2</sup> Defendants’ Answer and Defenses to Plaintiff’s Complaint and Jury Demand and Defendants’ Second Amended Counterclaims, March 13, 2024, pp. 84 – 85.

4. My analysis, as set forth in this report, is based on information available to me as of the date of this report.

## **II. CREDENTIALS AND COMPENSATION**

5. I am a Senior Managing Director of J.S. Held LLC (“J.S. Held”), a global consulting firm providing specialized technical, scientific, financial, and advisory services.<sup>3</sup> I currently serve as the firm’s Intellectual Property Practice Lead. My credentials were detailed in my Initial Report. Attached as Schedule 1 to this report is a summary of my professional background and testifying experience, including all publications over the last ten years and all expert testimonies over the last four years.

6. J.S. Held is compensated for my team’s involvement in this matter based upon J.S. Held’s hourly billing rates. My time is currently billed at a rate of \$695 per hour. J.S. Held’s fee is not contingent upon the outcome of this litigation or the opinions that I express.

## **III. INFORMATION REVIEWED AND CONSIDERED**

7. In connection with the preparation of this report, I have reviewed and considered the information included in my Initial Report and Reply Report, as well as additional documents and data produced by the parties; legal documents (and related exhibits); deposition testimony (and related exhibits); and publicly available information, articles, press releases, and Internet websites. The additional documents and other information that I have reviewed and considered as of the date of this report include those cited throughout this report (including the footnotes) as well as those listed on Schedule 2 attached to this report. I have also held discussions with Arm personnel, including those listed in my Initial and Reply Reports, as well as Jeff Defilippi (Senior

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<sup>3</sup> J.S. Held and its affiliates and subsidiaries are not a certified public accounting firm and do not provide audit, attest, or any other public accounting services. J.S. Held is not a law firm and does not provide legal advice.

Director of Product Management of Infrastructure Line of Business at Arm), Mark Werkheiser (Fellow at Arm), and Ying Yau (Senior Director of Licensing at Arm). I have also had discussions with Arm's technical expert, Robert Colwell, Ph.D. In addition, I have reviewed and considered the following 30(b)(6) deposition transcripts (and related exhibits), in addition to the deposition transcripts and exhibits referenced in my Initial and Reply Reports:

**Arm**

- Guy Larri, Distinguished Engineer

**Nuvia**

- Geetha Vedaraman, SOC Architect

8. In addition to the above, I have also reviewed and considered the Kennedy Counterclaim Report, including the opinions, documents, and other information cited therein. In forming my opinions in this case, I have relied upon the information and documents identified in my Initial Report, Reply Report, and this report, and I have also relied upon my more than 25 years of experience and expertise in analyzing remedies for misuse of intellectual property, analyzing the adequacy of damages to compensate for harms relating to the misuse of intellectual property, and assessing and calculating damages adequate to compensate for such harms. My analysis in this case is ongoing. Should additional information, such as documents or data provided by the parties, testimony, whether through expert report or deposition, or rulings issued by the Court, come to my attention after the date of this report, I may find it necessary to update or revise my analysis, opinions, and conclusions. I reserve my right to do so.

**IV. LEGAL FRAMEWORK FOR DAMAGES**

9. I am informed and understand that a party who proves liability for breach of a contract is entitled to damages adequate to compensate for the reasonable and foreseeable harm

suffered by the party. I am informed and understand that the measure of damages must be non-speculative and ascertainable with reasonable certainty but need not be exact.

10. I am informed and understand that, while generally not available as a remedy for breach of contract, a party can seek disgorgement of profits as an equitable remedy for breach of contract under a theory of quasi-contract. I am informed and understand that disgorgement of profits is only available where there is no adequate remedy at law to redress the party's injury. I am informed and understand that a party seeking disgorgement of profits based on breach of contract must show that the breaching party was unjustly enriched. I am informed and understand that a party is unjustly enriched when they receive a benefit and unjustly retain the benefit at the expense of another.

#### **V. SUMMARY OF OPINIONS**

11. In my opinion, Dr. Kennedy's opinions rely on flawed assumptions and a flawed methodology to calculate alleged damages associated with Arm's incorporation and use of what Dr. Kennedy refers to as the "At-Issue CMN Features."

12. First, Dr. Kennedy's opinions are deficient because he relies on several flawed assumptions, including:

- Dr. Kennedy wrongly assumes that licensees have paid licensing fees and/or royalties to Arm because of the presence of any one or more of the At-Issue CMN Features in ARM CMN products. Dr. Kennedy does not cite any evidence that supports that assumption, and I am aware of none.
- Dr. Kennedy wrongly assumes that Arm would invest in the redevelopment or reimplement of one or more of the At-Issue CMN Features if Arm were forced to remove them from any Arm CMN product after termination of the Nuvia ALA and TLA. Dr. Kennedy does not cite any evidence that supports that assumption, and I am aware of none.
- Dr. Kennedy wrongly assumes that Nuvia and Qualcomm have been harmed by any alleged benefits Arm has received from the At-Issue

CMN Features. Dr. Kennedy does not cite any evidence that supports that assumption, and I am aware of none.

13. Second, Dr. Kennedy's purported methodology and damages are flawed for several additional reasons. Dr. Kennedy does not calculate, in whole or in part, any specific alleged damages and his alleged methodology is also flawed for many reasons, including the following:

- Dr. Kennedy purports to identify relevant licensees, but simultaneously claims that he is lacking information about the relevant licensees.
- Dr. Kennedy claims to have insufficient information to identify relevant Arm licensees' fees and royalties, while simultaneously identifying documents with this information.
- Dr. Kennedy claims to have insufficient information to attribute value to new features in CMN-Kampos but fails to consider available documents which do provide insight regarding the value of new CMN features and reason for any potential price premium.
- Dr. Kennedy fails to perform or present a technical apportionment analysis, instead deferring to a lack of documents from Arm, despite his assertion that the At-Issue CMN features were driven by Nuvia's demand and feature requests.
- Dr. Kennedy contends that Arm's benefit would be "limited to the time period when Arm would independently develop that At-Issue CMN Features" but fails to identify that time period or explain why he has not identified that time period.

## **VI. BACKGROUND**

14. A discussion of the industry at issue, parties at issue, and the Nuvia TLA and ALA was included in Section VI of my Initial Report and is incorporated herein.

### **A. Coherent Mesh Network**

15. I understand the technology at issue in this matter is referred to as a Coherent Mesh Network ("CMN"). A CMN is an on-chip interconnect IP product that is designed to allow various components of a System-on-a-Chip ("SoC") (*i.e.*, CPUs, GPUs, accelerators, etc.) to

interact with each other and on-chip memory.<sup>4</sup>

16. Arm's website describes the CMN-700 as follows: "[t]he Arm Neoverse CMN-700 Coherent Mesh Network is designed for intelligent connected systems across a wide range of applications, including networking infrastructure, storage, server, HPC, automotive, and industrial solutions. The highly scalable mesh is optimized for Armv9 and Armv8-A processors, multichip configurations, and CXL attached devices. It can be customized across a wide range of performance points."<sup>5</sup> Further, Arm's CMN-700 [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] "6

17. Prior to the release of CMN-700 (also known as CMN-Kamos), Arm had previous versions referred to as CMN-600 (CMN-Porter) and (CMN-650) (CMN-Rhodes).<sup>7</sup> CMN-600 was the first CMN product which Arm offered.<sup>8</sup> Over the years, improvements to CMN have occurred, and been implemented in various versions, including CMN-600, CMN-600AE, CMN-650, and CMN-700.<sup>9</sup>

#### **B. Nuvia TLA and Nuvia ALA**

18. As discussed in my Initial Report, Arm and Nuvia executed the Nuvia TLA in September 2019.<sup>10</sup> Arm and Nuvia also executed [REDACTED] to the Nuvia TLA effective March 27, 2020.<sup>11</sup> As part of [REDACTED], Arm granted to Nuvia a non-exclusive, world-wide license to the

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<sup>4</sup> Discussions with Jeff Defilippi and Mark Werkheiser; Deposition of Mark Werkheiser, December 7, 2023, p. 11.

<sup>5</sup> <https://www.arm.com/products/silicon-ip-system/corelink-interconnect/cmn-700>.

<sup>6</sup> Arm Neoverse CMN-700 Coherent Mesh Network, Technical Reference Manual, Revision: r3p2, p. 17.

<sup>7</sup> Colwell Rebuttal Report, pp. 11 – 15.

<sup>8</sup> Colwell Rebuttal Report, p. 12.

<sup>9</sup> Colwell Rebuttal Report, pp. 11 – 15.

<sup>10</sup> ARM\_00111064 – 080.

<sup>11</sup> ARM\_01436707 – 716.

[REDACTED]

[REDACTED] Further, [REDACTED] provided an [REDACTED]

[REDACTED]

[REDACTED]<sup>13</sup> Nuvia agreed to a license fee of [REDACTED] for the rights granted in

[REDACTED]<sup>14</sup> [REDACTED] also included [REDACTED] as follows:

[REDACTED]

[REDACTED] "I [REDACTED]" to include [REDACTED]

[REDACTED]

[REDACTED]<sup>16</sup> [REDACTED] also stated that [REDACTED]

[REDACTED]<sup>17</sup> [REDACTED] also stated that [REDACTED]

[REDACTED]<sup>18</sup>

19. Arm and Nuvia executed [REDACTED] to [REDACTED] of the Nuvia TLA effective January 18, 2021.<sup>19</sup> The [REDACTED] stated that [REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

were identified in [REDACTED] to the Nuvia TLA.<sup>21</sup>

20. In addition to the Nuvia TLA, the parties executed the Nuvia ALA in September 2019.<sup>22</sup> The Nuvia ALA also indicated that [REDACTED]

[REDACTED] identified in [REDACTED] of the Nuvia ALA.<sup>23</sup> [REDACTED] was defined as [REDACTED]

[REDACTED]

[REDACTED]<sup>24</sup>

21. As such, I understand that Arm asserts that "[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>25</sup>

**C. [REDACTED] to Qualcomm TLA**

22. Qualcomm and Arm first entered into a TLA in 1997.<sup>26</sup> Effective July 23, 2021, Arm and Qualcomm executed [REDACTED] the Qualcomm TLA.<sup>27</sup> [REDACTED] included rights to Arm

[REDACTED]

<sup>25</sup> Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28), May 10, 2024, p. 21.

[REDACTED]

products, including Neoverse CMN-700-Max Coherent Mesh Network.<sup>28</sup> Qualcomm agreed to pay a [REDACTED] for all the products included in [REDACTED].<sup>29</sup> The royalty payment was stated to be payable [REDACTED]

[REDACTED] Specifically, the [REDACTED] containing a Neoverse CMN-700-Max Coherent Mesh Network.<sup>31</sup>

#### **D. CMN Features at Issue**

23. Dr. Kennedy contends that the alleged damages relate to Arm's incorporation of the following "At-Issue CMN Features" into Arm's CMN products: [REDACTED]

[REDACTED] These features were identified by Arm as those that "were requested by Nuvia and implemented by Arm."<sup>33</sup> The At-Issue CMN Features are also the only features addressed in the Opening Expert Report of Dr. Murali Annavaram Regarding Qualcomm's Counterclaim dated May 20, 2024 ("Annaram Report"). Accordingly, I will focus on the At-Issue CMN Features in this report.

24. I understand from discussions with Mr. Werkheiser that he is not aware of any Arm partners, aside from Qualcomm/Nuvia, using (or in the past having used) certain of the At-Issue CMN Features, suggesting that those features had value only to Nuvia. In particular, I understand from discussions with Mr. Werkheiser that he is not aware of any Arm partners, aside

<sup>28</sup> QCARM\_3485446 - 461 at 446 - 447.

<sup>29</sup> QCARM\_3485446 - 461 at 459.

<sup>30</sup> QCARM\_3485446 - 461 at 460.

<sup>31</sup> QCARM\_3429791 - 872 at 819.

<sup>32</sup> Kennedy Counterclaim Report, p. 21.

<sup>33</sup> Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28), May 10, 2024, p. 18.

from Qualcomm/Nuvia, using [REDACTED]

[REDACTED]

25. Additionally, I understand from discussions with Mr. Werkheiser that certain of the At-Issue CMN Features were requested by other Arm partners before they were requested by Nuvia, suggesting that those features were not necessarily attributable to Nuvia, but that they were not implemented in response to those requests. In particular, I understand from discussions with Mr. Werkheiser that other partners requested [REDACTED] [REDACTED] before those features were requested by Nuvia, but that those features were not implemented in response to those requests. I understand from discussions with Mr. Werkheiser that Arm's decision to not implement these features did not impact partners' acceptance of prior versions of CMN, suggesting a limited value (if any) for those features.<sup>35</sup>

26. Although Dr. Kennedy focuses on only the At-Issue CMN Features, he also states that "[i]n or around August 2020, Counterclaim-Plaintiffs assert that Arm agreed to include over 25 enhancements to CMN-Kampos that were not featured in CMN-Rhodes. In another spreadsheet, there are 17 features requested that were assessed validated, pushed to RTL, and supported by Arm."<sup>36</sup> However, Mr. Werkheiser testified that Arm did not implement all the features requested by Nuvia.<sup>37</sup> Mr. Werkheiser further testified that "about half of these I don't think we ended up implementing, if we are talking about this table [REDACTED]. So that—that by definition, means not a majority. And then there's a portion of these even that were implemented that weren't really—they were part of the CMN feature set exist—you know, before Nuvia made

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<sup>34</sup> Discussions with Mark Werkheiser.

<sup>35</sup> Discussions with Mark Werkheiser.

<sup>36</sup> Kennedy Counterclaim Report, pp. 19 – 20.

<sup>37</sup> Deposition of Mark Werkheiser, December 7, 2023, pp. 52 – 53.

the request.”<sup>38</sup> Additionally, Mr. Werkheiser stated that “some [features] were already part of our kind of plan—a bunch of these were already part of our plan for CMN products.”<sup>39</sup> I understand from Mr. Werkheiser that the number of features requested by Nuvia did not exceed the typical number of feature requests made by Arm’s lead partners.<sup>40</sup>

## **VII. ASSESSMENT OF THE KENNEDY COUNTERCLAIM REPORT**

### **A. Summary**

27. In his report, Dr. Kennedy states that “this report provides [his] affirmative opinions of the damages resulting from Counterclaim-Defendant’s alleged harmful acts, which are set forth in Counterclaim-Plaintiff’s second amended counterclaims.”<sup>41</sup> However, Dr. Kennedy provides no quantification of damages in his report. Specifically, Dr. Kennedy asserts that he described his methodology in his report “but do[es] not provide a numerical figure” since “sufficient information has not been produced....”<sup>42</sup>

28. The Kennedy Counterclaim Report states that:

In the but-for world, Arm would have had to develop the At-Issue CMN Features following the termination, and the features would not have been available to license until the At-Issue CMN Features were independently developed by Arm. However, Arm allegedly received license fees and royalties for CMN-Kampos which are attributable, at least in part, to the Nuvia Confidential Information during the post-termination period. The license fees and royalties attributable to the At-Issue CMN features during the period from termination up until Arm would have completed development, represent benefits Arm would not have otherwise received without the alleged breach.<sup>43</sup>

29. Although Dr. Kennedy does not calculate damages, he does outline the following methodology that he would purportedly use to quantify alleged damages:

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<sup>38</sup> Deposition of Mark Werkheiser, December 7, 2023, pp. 51, 55.

<sup>39</sup> Deposition of Mark Werkheiser, December 7, 2023, p. 54.

<sup>40</sup> Discussions with Mark Werkheiser.

<sup>41</sup> Kennedy Counterclaim Report, p. 1.

<sup>42</sup> Kennedy Counterclaim Report, p. 27.

<sup>43</sup> Kennedy Counterclaim Report, p. 22.

- “Identification of Relevant Arm Licensees;”<sup>44</sup>
- “Identification of Relevant Arm Licensees’ Fees and Royalties;”<sup>45</sup>
- “Attributing Value to New Features in CMN-Kampos;”<sup>46</sup>
- “Relative Value of the At-Issue CMN Features to New Features;”<sup>47</sup> and
- “Limiting Fees to the Relevant Time Period.”<sup>48</sup>

30. I have reviewed and considered the Kennedy Counterclaim Report as well as documents and information referenced by Dr. Kennedy. As described further below, Dr. Kennedy’s assumptions and methodology are fundamentally flawed. Throughout the remainder of this report, I provide my assessment of the discussion and conclusions set forth in the Kennedy Counterclaim Report. Overall, Dr. Kennedy fails to distinguish between damages to Qualcomm or Nuvia and any benefit received by Arm. Any lack of specific criticism is not meant to imply and is not agreement with Dr. Kennedy’s opinions and conclusions.

### **B. Kennedy’s Damages Framework Is Based on Flawed Assumptions**

31. Dr. Kennedy begins his “Damages Analysis”<sup>49</sup> with a discussion of his “Damages Framework.”<sup>50</sup> As discussed in more detail below, Dr. Kennedy’s “Damages Framework” suffers from three fundamental flaws: (1) Dr. Kennedy provides no evidence that any licensee paid any licensing fees or royalties to Arm based on the presence of any one or more At-Issue CMN Features in any Arm CMN products (and I am aware of none); (2) Dr. Kennedy provides no evidence that Arm would invest in redeveloping or reimplementing any one or more of the At-Issue CMN Features if Arm were required to remove them from any Arm CMN product (and I

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<sup>44</sup> Kennedy Counterclaim Report, pp. 24 – 25.

<sup>45</sup> Kennedy Counterclaim Report, pp. 25 – 26.

<sup>46</sup> Kennedy Counterclaim Report, p. 26.

<sup>47</sup> Kennedy Counterclaim Report, pp. 26 – 27.

<sup>48</sup> Kennedy Counterclaim Report, p. 27.

<sup>49</sup> Kennedy Counterclaim Report, p. 21.

<sup>50</sup> Kennedy Counterclaim Report, pp. 21 – 22.

am aware of none); and (3) Dr. Kennedy purports to address the benefit to Arm but does not identify any damages or harm caused to Nuvia or Qualcomm, does not quantify any damages or harm to Nuvia or Qualcomm, and does not disclose any methodology for calculating any damages or harm to Nuvia or Qualcomm.

**i. There is no evidence that licensing fees and royalties Arm received for its CMN products are in any way related to the inclusion of the At-Issue CMN Features**

32. Dr. Kennedy's "Damages Framework" begins by stating that "Counterclaim-Plaintiffs assert that Arm benefits from use of the Nuvia Confidential Information by generating licensing fees and royalties by licensing Nuvia Confidential Information under various agreements to Qualcomm's competitors" and concludes that Arm "benefited through the receipt of licensing fees and royalties from CMN-Kampos technology that included value related to the Nuvia Confidential Information."<sup>51</sup> But Dr. Kennedy fails to identify any evidence that any licensing fees and/or royalties Arm received for its CMN products are in any way related to the inclusion of any one or more At-Issue CMN Features, that the inclusion of any one or more At-Issue CMN Features drove demand for any Arm CMN products, or that Arm emphasized or specifically marketed any one or more of the At-Issue CMN Features. For example, Dr. Kennedy does not identify any Arm licensee whose decision to license any CMN product at any point in time was based, in whole or in any part, on the presence of any one or more of the At-Issue CMN Features. This is unsurprising, given the limited use of features and features requested only by Nuvia. I am not aware of any such evidence and, instead, as further discussed below, my understanding is that licensing fees and royalties Arm received for its CMN products are not related to the inclusion of the At-Issue CMN Features. Importantly, Dr. Kennedy's assumption

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<sup>51</sup> Kennedy Counterclaim Report, pp. 21 – 22.

indicates that there are no damages to Nuvia or Qualcomm under the relevant legal standard as I understand it. As such, given that the relevant information pertaining to damages to Nuvia would be within Nuvia's possession, Dr. Kennedy's statements regarding a lack of information are misguided.

33. I understand that the At-Issue CMN Features are not key or important features of CMN-700. For example, I understand from the June 10, 2024 Rebuttal Expert Report of Robert Colwell, Ph.D. ("Colwell Rebuttal Report") that the At-Issue CMN Features "have limited value and utility in terms of the overall CMN product."<sup>52</sup> For example, it is my understanding that:

- [REDACTED] features were only requested by Nuvia and are not in use by any non-Nuvia Arm partners.<sup>53</sup> This confirms that there has been no benefit to Arm beyond its relationship to Nuvia, and no corresponding harm to Nuvia (given that Nuvia obtained the use of a feature it requested).
- [REDACTED] feature, while requested by some Arm partners, is only known to be in use by Nuvia.<sup>54</sup> This confirms that there has been no benefit to Arm beyond its relationship with Nuvia, and no harm to Nuvia (given Nuvia obtained the use of a feature it requested).
- [REDACTED] features were requested by other Arm partners, but their significance in driving demand for CMN as a whole is minimal.<sup>55</sup> This confirms that any benefit to Arm is not attributable to Nuvia's request.

34. Dr. Kennedy's assumption ignores that certain At-Issue CMN Features are no longer available in CMN-700, or that there is no indication that other Arm customers use certain of the At-Issue CMN Features. As discussed above, I understand from discussions with Mr. Werkheiser that he is not aware of any Arm partners, aside from Qualcomm/Nuvia, using (or in the past having used) certain of the At-Issue CMN Features such as [REDACTED]

<sup>52</sup> Colwell Rebuttal Report, p. 17.

<sup>53</sup> Colwell Rebuttal Report, pp. 23 and 28; Discussions with Mark Werkheiser..

<sup>54</sup> Colwell Rebuttal Report, p. 21.

<sup>55</sup> Colwell Rebuttal Report, pp. 33 - 34 and 36 - 37.

[REDACTED]<sup>56</sup> I also understand that certain of these features are currently disabled—specifically, [REDACTED]<sup>57</sup> I also understand that certain of the At-Issue CMN Features were previously requested by other Arm partners, but were never implemented (indicating their absence did not impact partners’ acceptance of prior versions of CMN)—specifically, [REDACTED]

[REDACTED]<sup>58</sup> [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] Given the lack of demand, use, or availability of many of the At-Issue CMN Features, Dr. Kennedy’s assumption that these features provided a benefit to Arm is unsupported. At best, these were features from which Qualcomm/Nuvia benefited. For example, Mr. Werkheiser testified that the requested CMN features “did improve the fabric for [Nuvia’s] use cases, and most—most of the features were targeted to their use case.”<sup>60</sup> Mr. Larri testified that the features “may have had some incremental benefit. Certainly, they had the benefit of keeping Nuvia happy as a customer, because Nuvia was asking for them, and we certainly strive to keep our customer happy.”<sup>61</sup> [REDACTED]  
[REDACTED]  
[REDACTED]

35. In addition, based on my discussions with Mr. Defilippi, I understand the primary aspects of CMN-700 that are touted over previous versions include its [REDACTED]

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<sup>56</sup> Discussions with Mark Werkheiser.

<sup>57</sup> Discussions with Mark Werkheiser.

<sup>58</sup> Discussions with Mark Werkheiser.

<sup>59</sup> [REDACTED]  
<sup>60</sup> Deposition of Mark Werkheiser, December 7, 2023, p. 54.

<sup>61</sup> Deposition of Guy Larri, May 10, 2024, p. 197.

<sup>62</sup> [REDACTED]



[REDACTED]<sup>63,64</sup> I understand that these capabilities are separate and independent from the At-Issue CMN Features.<sup>65</sup> Further, I note that the CMN-700 [REDACTED] identifies numerous [REDACTED]<sup>66</sup> each of which I understand are separate and independent of the At-Issue CMN Features.<sup>67</sup> Indeed, I understand that the absence of the At-Issue CMN Features would not have been a hinderance to Arm's ability to release CMN-700 when it did.<sup>68</sup> The absence of evidence that the At-Issue CMN Features were necessary to release CMN-700 or that a particular licensee would not have licensed CMN-700 if it did not include the At-Issue CMN Features, contradicts Dr. Kennedy's underlying premise that the At-Issue CMN Features provide any value to Arm's ability to obtain license fees and royalties for CMN-700 and that Arm would have had to redevelop the At-Issue CMN Features in the "but-for" scenario posed by Dr. Kennedy.

**ii. There is no evidence that Arm would have redeveloped the At-Issue CMN Features post-termination**

36. Dr. Kennedy also states that "[i]n the but-for world, where it is assumed that Arm would have ceased using the Nuvia Confidential Information, Arm would have had to incur expenses and development time to duplicate the efforts that Arm had previously undertaken in

<sup>63</sup> Discussions with Jeff Defilippi.

<sup>64</sup> Mr. Larri testified that "[t]he key change from the CMN Rhodes product to the Kampos product in its various releases was that the Kampos product [REDACTED] whereas the earlier Rhodes product [REDACTED] but did not [REDACTED] That was the most significant change from Rhodes to Kampos, and the most significant commercial driver for ARM to move forward and develop Kampos was the need to [REDACTED]" (see Deposition of Guy Larri, May 10, 2024, pp. 83 – 84) Mr. Larri also testified that "[i]t was supporting the latest revision of the [REDACTED]" (see Deposition of Guy Larri, May 10, 2024, p. 194).

<sup>65</sup> Discussions with Jeff Defilippi.

<sup>66</sup> Arm Neoverse CMN-700 Coherent Mesh Network, [REDACTED]

<sup>67</sup> Discussions with Jeff Defilippi.

<sup>68</sup> Discussions with Jeff Defilippi and Mark Werkheiser.

developing the Nuvia Confidential Information and associated At-Issue CMN Features.”<sup>69</sup> Dr. Kennedy also states that “during this development time or head start period, Arm would have benefited from receiving licensing fees and royalties related to the At-Issue CMN Features.”<sup>70</sup> Dr. Kennedy’s assumption that Arm would have to “duplicate the efforts that [it] had previously undertaken in developing the Nuvia Confidential Information and associated At-Issue CMN Features” is fundamentally flawed because there is no evidence that if Arm was forced to remove the At-Issue CMN Features from its CMN product post-termination, Arm would have made any investment to redevelop and reimplement the features. As discussed above, available evidence indicates that the At-Issue CMN Features did not drive the use of CMN-700 and their absence would not have impacted Arm’s licensing of CMN-700 (or any other Arm product). Accordingly, there is no basis to assume Arm would have had to reimplement any of the At-Issue CMN Features if Arm had removed them upon termination of the Nuvia ALA and TLA.

37. Further, Dr. Kennedy fails to identify the alleged “development time or head start period” for any of the At-Issue CMN Features or any evidence that Arm previously “incur[red] expenses and development time ... in developing the Nuvia Confidential information.”<sup>71</sup> Indeed, Dr. Kennedy does not provide any evidence for the costs, time, or timeline for the development of any particular CMN feature. Instead, Dr. Kennedy provides a conclusionary statement that Arm would have incurred expenses and development time, without addressing what this cost would even entail, much less how it is a measure of any benefit to Arm, nor does he explain how this would be an appropriate measure of harm to Qualcomm or Nuvia. Further, as discussed above, there would have been no reason for Arm to redevelop the At-Issue CMN Features.

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<sup>69</sup> Kennedy Counterclaim Report, pp. 21 – 22.

<sup>70</sup> Kennedy Counterclaim Report, p. 22.

<sup>71</sup> Kennedy Counterclaim Report, pp. 21 – 22.

Additionally, as discussed later in this report, even if there was a need to redevelop the At-Issue CMN Features, the time needed to do so would have been relatively minimal, as Mr. Larri discussed in his deposition.<sup>72</sup>

**iii. Dr. Kennedy's damages framework is based on the alleged benefits to Arm and fails to identify any alleged damages or harm to Nuvia or Qualcomm**

38. Importantly, the Kennedy Counterclaim Report provides no indication of harm to Nuvia or Qualcomm as a result of the alleged actions by Arm. Specifically, Dr. Kennedy provides no indication that Nuvia (or Qualcomm) has lost sales or profits due to Arm's alleged actions, which is not surprising given the absence of any evidence that Nuvia or Qualcomm license CMN features, or even CMN, to others. Further, Dr. Kennedy has provided no indication that Nuvia (or Qualcomm) has been unable to license the Nuvia Confidential Information and/or At-Issue CMN Features to third parties, therefore depriving Nuvia (or Qualcomm) of license fees or royalties, which again is not surprising, given the absence of licensing of CMN features, or even CMN, by Nuvia or Qualcomm to others. In addition, Dr. Kennedy provides no indication that Nuvia (or Qualcomm) has been unable to implement the Nuvia Confidential Information and/or At-Issue CMN Features in its own products given Arm's implementation. Dr. Kennedy also provides no indication of the research and development expenses that Nuvia incurred to develop the Nuvia Confidential Information and/or At-Issue CMN Features, which could provide a measure of value of the Nuvia Confidential Information and/or At-Issue CMN Features.

[REDACTED]

[REDACTED]

[REDACTED] ■ That

<sup>72</sup> Deposition of Guy Larri, May 10, 2024, pp. 191 and 196 – 197.

<sup>73</sup> [REDACTED]

Dr. Kennedy provides no assessment of these types of harm or relevant information calls into question the underlying value, if any, of the At-Issue CMN Features. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>4</sup> Finally, Dr. Kennedy, in failing to adequately address how Nuvia or Qualcomm have been harmed, fails to address at all whether any measure of harm would be inadequate to compensate Nuvia or Qualcomm. Dr. Kennedy's flawed analysis of the benefit to Arm does not cure this deficiency.

### **C. Kennedy's Purported Methodology Is Flawed**

39. In addition to his flawed assumptions, Dr. Kennedy fails to provide a cognizable methodology to adequately analyze the appropriate damages owed to Defendants to compensate for any alleged breach by Arm. In particular, Dr. Kennedy's methodology (1) makes unsupported claims regarding the ability to identify Arm licensees, (2) relies on an unsupported identification of relevant Arm license fees, (3) fails to consider relevant documents valuing CMN, (4) fails to consider documents valuing new CMN features, (5) ignores available evidence valuing the At-Issue CMN features, and (6) fails to identify the relevant time period for damages.

#### **i. Kennedy's claims related to identification of relevant Arm licensees are unsupported**

40. Dr. Kennedy asserts that "[t]he first step in [his] analysis is to identify the relevant licenses where Arm licensees have a license to at least CMN-Kampos."<sup>75</sup> Dr. Kennedy also contends that certain requested information was not available and that he has "reviewed the available information produced in this matter to date and describe[s] such information in the

<sup>74</sup> [REDACTED]

<sup>75</sup> Kennedy Counterclaim Report, p. 24.

following paragraphs.”<sup>76</sup>

41. As an initial matter, identifying Arm licensees is irrelevant because that information is only relevant to the benefit Arm would have received, and would not help measure the harm to Qualcomm or Nuvia. Nevertheless, despite claiming not to have relevant information, Dr. Kennedy goes on to identify a number of CMN-700 licensees: [REDACTED]

[REDACTED].<sup>77</sup> As such, while claiming insufficient information, Dr. Kennedy was able to identify Arm’s CMN-700 licensees, yet chose to do nothing with the available information.

**ii. Kennedy’s claims related to identification of relevant Arm licensees’ fees and royalties are unsupported**

42. Dr. Kennedy states that “[t]he next step in [his] analysis is to identify the total license fees, license fees attributable to CMN-Kampos, royalties attributable to CMN-Kampos, and the terms of the agreement.”<sup>78</sup> Dr. Kennedy goes on to claim that if he had certain licensing documents that were not produced by Arm, he “would have analyzed the fees, royalties, and terms to identify revenue specifically related to CMN-Kampos.”<sup>79</sup> Despite this claim, Dr. Kennedy recognizes such information in the Nuvia TLA, Qualcomm TLA [REDACTED], and [REDACTED] which indicates that Arm has received [REDACTED] in royalty payments through the end of 2023 for CMN-700.<sup>80</sup>

43. Similar to other aspects of Dr. Kennedy’s opinions, this claim by Dr. Kennedy concerns the wrong frame of reference. An identification of Arm licensees’ fees and royalties is

<sup>76</sup> Kennedy Counterclaim Report, p. 24.

<sup>77</sup> Kennedy Counterclaim Report, pp. 24 – 25.

<sup>78</sup> Kennedy Counterclaim Report, p. 25.

<sup>79</sup> Kennedy Counterclaim Report, p. 25.

<sup>80</sup> Kennedy Counterclaim Report, pp. 25 – 26.

only helpful for measuring the benefit to Arm, and not the harm to Nuvia and Qualcomm. Moreover, a proper metric in measuring that benefit, were it relevant, would be the royalties attributable to specific CMN features given the number of features and abundant absence of use of particular features. As such, even under Dr. Kennedy's framing, the demand for said incremental and often unused features is minimal.

44. I understand that for many of the licensees identified by Dr. Kennedy, they have a [REDACTED] license from Arm that would [REDACTED]<sup>81</sup>

For example, Mr. Larri testified that "there may be a [REDACTED]  
[REDACTED]  
[REDACTED]"<sup>82</sup> I understand there are bundled licenses for CMN-700, including [REDACTED]<sup>83</sup> Additionally, several of the entities do not have a license to distribute products including CMN-700, such as [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]<sup>84</sup> I note that [REDACTED] includes information related to [REDACTED] which Dr. Kennedy ignored. I also note that ARM\_01460538 also includes information regarding [REDACTED]  
[REDACTED], which Dr. Kennedy does not discuss in his report.<sup>85</sup>

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<sup>81</sup> Discussions with Ying Yau.

<sup>82</sup> Deposition of Guy Larri, May 10, 2024, p. 94 (see also pp. 94 - 95).

<sup>83</sup> Discussions with Ying Yau.

<sup>84</sup> Discussions with Ying Yau; [REDACTED]

<sup>85</sup> Based on discussions with Ying Yau, I understand that [REDACTED] identifies the royalty payments that Arm has received for any licensee that has a license to CMN-700 with a specific royalty rate associated with CMN-700.

**iii. Kennedy failed to consider available documents to value the new features in CMN-700**

45. Dr. Kennedy states that “[a]fter identifying the relevant license fees and royalties, the next step is to quantify the value attributable to the new features including the At-Issue CMN Features found in CMN-Kampos and previous technologies like CMN-Rhodes.”<sup>86</sup> Dr. Kennedy goes on to assert that with [REDACTED], he would “apply the CMN-Kampos price premium to the CMN-Kampos license fees and royalties to determine the value attributable to the new features found in CMN-Kampos.”<sup>87</sup>

46. However, Dr. Kennedy could have considered the evidence he cites in his report when comparing CMN-650 and CMN-700. Specifically, Dr. Kennedy describes that in the Nuvia TLA, “Arm identified a [REDACTED] to CMN-Rhodes with an upgrade option to CMN-Kampos and payable over five years.”<sup>88</sup> As shown in the [REDACTED] to the Nuvia TLA [REDACTED], the [REDACTED]<sup>89</sup> Indeed, Figure 4 of the Kennedy Counterclaim Report indicates CMN-Kampos-Max is subject to a [REDACTED] from CMN-Rhodes-Max.<sup>90</sup>

47. Nevertheless, Dr. Kennedy’s price premium approach is flawed because he fails to consider that factors other than new features could attribute to a price premium. Several factors could contribute to a change in price. For example, compatibility with the latest Arm architecture could affect pricing. As discussed previously in this report, CMN-700 is compatible with ARM V9, whereas CMN-650 is compatible only up through ARM V8. As such, Dr. Kennedy has not explained how he would account for this significant difference between CMN-650 and CMN-700

<sup>86</sup> Kennedy Counterclaim Report, p. 26.

<sup>87</sup> Kennedy Counterclaim Report, p. 26.

<sup>88</sup> Kennedy Counterclaim Report, p. 25 (citing QCARM\_0275743 – 763 at 757 and ARM\_00003621 – 624).

<sup>89</sup> ARM\_00003621 – 624 at 623.

<sup>90</sup> Kennedy Counterclaim Report, p. 25 (citing ARM\_00082871 – 723 and ARM\_00082874, tab “Pricing Model”).

and whether any price premium can be attributed to “new features” and not other factors such as licensees’ ability to implement CMN-700 into the latest version of Arm’s products.

48. Arm’s licensing model could also affect pricing. As discussed in my Initial Report, Arm’s licensing is sophisticated and based on an ecosystem where many factors could influence the fluctuation of pricing.<sup>91</sup> Dr. Kennedy fails to account for these or any other factors and their impact on pricing.

49. A price premium could also be impacted by economic factors such as general inflation. As Arm stated in its 2<sup>nd</sup> Amended 2023 F-1 filing, “[d]emand for our products and services is largely dependent on the semiconductor and electronics industries, which are volatile, intensely competitive and generally characterized by declining ASPs over the life of a generation of chips. The effect of those prices decreases is compounded by the fact that our royalty rates generally decrease with volume of sales increases []. Additionally, demand for our products and services decrease if growth in the semiconductor or electronics industries slows or declines.”<sup>92</sup> The fact that Dr. Kennedy does not account for (or even mention) these types of impacts, and the other issues discussed above, calls his methodology into question.

#### **iv. Kennedy ignored evidence of value of At-Issue CMN Features in CMN-700**

50. Dr. Kennedy states that “[a]nother step in [his] analysis is to consider the technical importance of the Nuvia Confidential Information relative to all of the new features found in CMN-Kampos.”<sup>93</sup> After claiming that certain information was not produced by Arm, Dr. Kennedy asserts that “[i]f sufficient information to conduct an apportionment had been produced and therefore an apportionment could be conducted, then [he] would apply this apportionment

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<sup>91</sup> Initial Report, pp. 17 and 37.

<sup>92</sup> ARM\_01259705 – 105 at 732.

<sup>93</sup> Kennedy Counterclaim Report, p. 26.



which would reflect the relative value of the At-Issue CMN Features to all of the new features in CMN-Kampos, to the value attributable to the new features found in CMN-Kampos, resulting in the value attributable to the At-Issue CMN Features.”<sup>94</sup>

51. However, Dr. Kennedy does not explain why this step must solely rely on information produced by Arm. In fact, Dr. Kennedy relies on a conversation with Ram Srinivasan (Senior Director at Qualcomm) in his discussion of this step.<sup>95</sup> Further, in my experience, the information related to this step described by Dr. Kennedy could be considered as part of a technical expert’s report, yet the Annavaram Report includes no such analysis. Dr. Kennedy’s failure to set out to perform or present a technical apportionment, while claiming it would be necessary, reflects another example as to why his methodology is fundamentally flawed.

52. Further, as discussed in this report, evidence and testimony indicate the At-Issue CMN Features have little to no additional value to CMN-700 licensees—perhaps with the exception of Nuvia, which would not support harm to Nuvia (instead a benefit) or a benefit to Arm (instead, the expense of adding features for a single licensee without further compensation). Even so, as discussed previously, Nuvia’s witness described the At-Issue CMN Features as “incremental.” For example, there is no evidence that the primary drivers of the adoption of CMN-700 and its key features are related to the At-Issue CMN Features. In addition, CMN-700 licensees would not have adopted CMN-700 any differently without the At-Issue CMN Features given their lack of use or availability. Finally, as I understand from Dr. Colwell, each of the At-Issue CMN Features is unimportant to the operation of CMN and would not be a strong driver of adoption by Arm partners.<sup>96</sup>

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<sup>94</sup> Kennedy Counterclaim Report, p. 27.

<sup>95</sup> Kennedy Counterclaim Report, p. 27.

<sup>96</sup> Discussions with Dr. Robert Colwell.

**v. Kennedy failed to identify the relevant time period**

53. Dr. Kennedy states that “Arm’s benefit received would be limited to the time period when Arm would independently develop the At-Issue CMN Features, and [he] would apportion the value attributable to the At-Issue CMN Features to this time period only.”<sup>97</sup> However, the Kennedy Counterclaim Report omits the amount of time purportedly necessary for Arm to redevelop the At-Issue CMN Features. I note that of the information identified in paragraph 56 of the Kennedy Counterclaim Report that Dr. Kennedy states he does not have, none are related to the amount of time required to develop or redevelop the At-Issue CMN Features. Nevertheless, given that Nuvia and Qualcomm are asserting alleged misuse of Nuvia’s Confidential Information and At-Issue CMN Features, setting forth the time to develop such confidential information and features would presumably be available to Nuvia or Qualcomm. For example, Nuvia should know when it allegedly first requested the At-Issue CMN Features, and when those features were first implemented as Nuvia was also involved in reoccurring meetings with Arm concerning its CMN product and its features.<sup>98</sup> Yet, Dr. Kennedy does not analyze information from Nuvia or Qualcomm. In my experience, the information related to the time to develop or redevelop the At-Issue CMN Features could be considered as part of a technical expert’s report, yet the Annavaram Report includes no such analysis.

54. In any event, Dr. Kennedy ignored testimony from Mr. Larri related to the time it took Arm to develop features requested by Nuvia. Specifically, Mr. Larri testified that it took “[h]alf a person year, so half a year of one full-time engineer.”<sup>99</sup> By way of comparison, Mr. Larri testified that in total, “there had been a team of [REDACTED] working on CMN over [REDACTED]

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<sup>97</sup> Kennedy Counterclaim Report, p. 27.

<sup>98</sup> Discussions with Jeff Defilippi and Mark Werkheiser.

<sup>99</sup> Deposition of Guy Larri, May 10, 2024, p. 191.

██████," and that "██████ years of work for the development of CMN was a conservative estimate."<sup>100</sup> Further, Mr. Larri testified that "many of the requests [from Nuvia] were of this type of category of taking something and just making it deeper or a bit wider, not really any kind of fundamental change to the design, and that most of the—well, all of the suggestions that had uniquely come from Nuvia were quite simple. In the context of something that has ██████████ ██████████ of technical reference manual, you know, this kind of—they were very, very small incremental changes on top of something that was already big and complex."<sup>101</sup> Similarly, Mr. Larri testified that Nuvia "had a number of different goals and they were all quite small changes on a very complex system that already existed."<sup>102</sup>

#### **D. Conclusion**

55. In his conclusion, Dr. Kennedy states that "had Arm developed the Nuvia Confidential Information independently after the termination of the Nuvia ALA and Nuvia TLA, then Arm would not have inappropriately received more license fees and royalties than it should have."<sup>103</sup> However, as discussed in this report, Dr. Kennedy provides no evidence or analysis to substantiate this assumption. As such, Dr. Kennedy appears to accept this assertion as fact. As discussed in this report, numerous documents and testimony call into question Dr. Kennedy's assumptions and indicate that the At-Issue CMN Features have little to no value to CMN-700 outside of Nuvia's intended use.

### **VIII. OTHER ISSUES**

56. This report represents my analysis, opinions, and conclusions at this time and is based on information available to me as of the date above. The citations listed in this report are

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<sup>100</sup> Deposition of Guy Larri, May 10, 2024, p. 191.

<sup>101</sup> Deposition of Guy Larri, May 10, 2024, pp. 196 – 197.

<sup>102</sup> Deposition of Guy Larri, May 10, 2024, p. 199.

<sup>103</sup> Kennedy Counterclaim Report, p. 27.

illustrative, and as part of my analysis, I also considered the additional documents and other information listed on Schedule 2. If additional information or testimony becomes available to me, I may revise or supplement my analysis, opinions, and conclusions, and I may modify or supplement my report as necessary. I may testify at trial regarding any related matter raised by the parties after the date of this report if asked to do so by the Court or the parties' attorneys. I may be asked to develop additional schedules or exhibits for trial purposes related to my analysis, opinions, and conclusions. I may also be asked to develop and rely on demonstratives at trial or any pre-trial proceeding. I may also be asked to develop additional schedules or exhibits if asked to do so by the Court or the parties' attorneys, post-trial. This report is intended solely for use in the above-referenced litigation and is not to be used for any other purpose.



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Certified Public Accountant, Texas  
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W. Todd Schoettelkotte is a Senior Managing Director of Ocean Tomo, a part of J.S. Held LLC, a global consulting firm providing specialized technical, scientific, financial, and advisory services. Mr. Schoettelkotte has more than 25 years of experience in the evaluation and quantification of economic damages arising from patent, copyright and trademark infringement, and trade secret misappropriation disputes. His clients have included numerous Fortune 500 companies in a wide variety of industries including semiconductor, telecommunication, energy, consumer products, life sciences and computers (hardware, software and the internet). Mr. Schoettelkotte has been recognized by Intellectual Asset Management Magazine as one of the leading patent damages experts in the United States. Mr. Schoettelkotte's background is in accounting, finance and economics, and he has a specific, focused understanding of those issues integral to the valuation and management of intellectual property.

**Intellectual Property Valuation**

Mr. Schoettelkotte has directed numerous valuation projects related to patents, trademarks and trade secrets. A significant portion of his practice is focused on the determination of royalty rates and terms for licensing agreements. Additionally, Mr. Schoettelkotte has conducted numerous studies involving lost profits and unjust enrichment.

In the process of assisting clients in the valuation of intellectual property assets, Mr. Schoettelkotte has participated in the identification and review of business plans, market studies, financial documents and other related information.

**Patent, Copyright and Trademark Infringement**

Mr. Schoettelkotte has performed market analyses/studies wherein the patented, trademarked or copyrighted product is sold, assessed lost profits stemming from alleged infringements, evaluated the contribution of the patented process/method to the end product and established the economic value of the underlying intellectual property.

Mr. Schoettelkotte is skilled in the application of the Georgia-Pacific factors to the determination of reasonable royalty rates. He has determined reasonable royalty rates within infringement suits on many occasions in numerous industries. Over the course of his career, Mr. Schoettelkotte has reviewed hundreds of license agreements, providing a broad frame of reference for reasonable royalty damages analyses. Mr. Schoettelkotte has testified in federal and state court and arbitration proceedings on matters involving intellectual property valuation, lost profits, reasonable royalty and economic damages issues.

**Articles and Presentations**

"Intellectual Property Damages," Chicago-Kent College of Law, October 15, 2019

"Damages in Other Areas of Intellectual Property," The University of Arizona IP Conference, March 5, 2018

## **W. Todd Schoettelkotte**

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“Impact of Recent Court Cases on ‘Real World’ Royalty Rates,” LES (USA & Canada) Houston Chapter, July 20, 2017

“What is Discoverable and Admissible for Damages, Willfulness and Other Purposes,” Intellectual Property Owners Association, March 21, 2011

“Strategies in Intellectual Property,” Chicago Kent, College of Law, Spring 2004 – 2010

Damages, Part II: “Litigation Strategies” – 15th Annual Advanced Patent Law Institute - University of Texas School of Law, October 28-29, 2010

“IP Damages and Valuation,” Global Intellectual Property Management, Georgetown University Law Center, July 2, 2008

“Keys for Effectively Working with Your Damages Expert Throughout the Litigation Life Cycle,” Houston Bar Association, March 22, 2007

“Advanced Evidence and Discovery – Working With Experts From Start To Finish” – Texas Bar Association, April-May 2006

“Trademarks – Financial Disclosure and Corporate Governance” – International Trademark Association, Emerging Issues in Trademark Law Forum, February 2-3, 2006

“Valuation of IP – A Licensing Perspective” – Lighthouse Seminar Group, IP Licensing Nuts & Bolts, March 3, 2005

“Measuring the Value of Damages in Trademark Infringement Claims” – DuPont’s 18th Annual CLE Intellectual Property Law Seminar, October 12, 2004

“Measuring the Value of Damages in Patent and Trademark Claims” – Houston CPA Society, September 2004

“Measuring Damages in Trademark Infringement and Related Claims in Light of Recent Court Decisions” – The 19th Annual Intellectual Property Law Conference – American Bar Association, April 1, 2004

“Intellectual Property Damages: Patents & Trademarks” – Houston CPA Society “Litigation and Valuation Services Committee,” January 28, 2004

Co-Author: “Accounting for Attorneys” – University of Oregon School of Law, November 12, 2003

“What are the Financial Stakes in Litigation? What are the Costs and the Return on Investment (ROI) That Can Be Expected? The Question of Intangible Returns?” – 2003 Fourth International Conference on Intellectual Property by CNCPI, October 7, 2003, Paris, France

“Current Issues in the Analysis of Reasonable Royalties in Patent Infringement Actions” – 2003 Licensing Executives Society Annual Meeting, September 24, 2003

Co-Author FTI Consulting Training Course: “Calculating Damages in Patent Infringement – A Lost Profits and Reasonable Royalty Case Study,” July 17, 2003



**W. Todd Schoettelkotte**  
**Four Year List of Testimony**  
**As of June 2024**

**CASE DESCRIPTION / TYPE OF TESTIMONY**

*CMC Materials, LLC v. DuPont de Nemours., et al.*; U.S. District Court, District of Delaware (Wilmington), Rebuttal Expert Report, Deposition

*BlueRadios, Inc. v. Kopin Corporation, Inc.*; U.S. District Court, District of Colorado (Denver), Rebuttal Expert Report, Deposition, Supplemental Rebuttal Expert Report, Deposition, Trial

*Continuous Composites, Inc. v. Markforged, Inc.*; U.S. District Court, District of Delaware, Expert Report, Reply Report, Deposition, Trial

*Lindis Biotech GmbH v. Amgen Inc.*; U.S. District Court, District of Delaware, Initial Report, Expert Report, Reply Report, Deposition

*In the Matter of Certain Semiconductor Devices, and Methods of Manufacturing Same and Products Containing the Same (Respondents)*; U.S. International Trade Commission, Washington, D.C., Expert Report, Deposition, Hearing

*Demaray LLC v. Samsung Electronics Co. Ltd., et al.*; U.S. District Court, Western District of Texas (Waco), Rebuttal Expert Report, Deposition, Supplemental Report, Deposition, Second Supplemental Report, Deposition, Trial

*Ningde Amperex Technology Limited v. Zhuhai CosMX Battery Co., Ltd., et al.*; U.S. District Court, Eastern District of Texas (Marshall), Initial Report, Rebuttal Expert Report, Deposition, Trial

*HID Global Corporation v. Vector Flow., et al.*; U.S. District Court, District of Delaware (Wilmington), Expert Report, Reply Report, Deposition, Trial

*Persawvere, Inc. v. Milwaukee Electric Tool, Corporation*; U.S. District Court, District of Delaware (Wilmington), Rebuttal Expert Report, Deposition, Trial

*Beacon Navigation GmbH v. Bayerische Motoren Werke AG; BMW of North America, LLC and BMW Manufacturing Co., LLC*; U.S. District Court, Southern District of Michigan, Expert Report, Deposition

*Plastipak Packaging, Inc. v. Nestlé Waters North America, Inc.*; U.S. District Court, Eastern District of Virginia (Alexandria), Opening Expert Report, Rebuttal Expert Report, Supplemental Expert Report, Supplemental Rebuttal Expert Report, Deposition

*Ollnova Technologies Limited v. ecobee Technologies, ULC d/b/a Ecobee*; U.S. District Court, Eastern District of Texas (Marshall), Rebuttal Expert Report, Deposition, Trial

*EIS, Inc. v. IntiHealth GER GmbH, et al.*; U.S. District Court, District of Delaware, Expert Report, Rebuttal Expert Report, Commercial Success Report, Reply Report, Trial

*Bay Materials, LLC v. 3M Company*; U.S. District Court, District of Delaware (Wilmington), Declaration, Deposition, Commercial Success Report, Deposition



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**CASE DESCRIPTION / TYPE OF TESTIMONY**

*Fate Therapeutics, Inc., et al. v. Shoreline Biosciences, Inc., et al.*; U.S. District Court, Southern District of California (San Diego), Rebuttal Expert Report, Deposition

*Delta Air Lines, Inc. v. Marriott International, Inc.*; U.S. District Court, Northern District of Georgia (Atlanta), Rebuttal Expert Report, Supplemental Rebuttal Report, Deposition

*Textron Innovations Inc. v. SZ DJI Technology Co., Ltd., et al.*; U.S. District Court, Western District of Texas (Waco), Expert Report, Deposition, Supplemental Expert Report, Trial

*VoIP-Pal.com, Inc. v. Verizon Communications Inc., et al.*; U.S. District Court, Western District of Texas (Waco), Rebuttal Expert Report, Deposition

*Ragnarok Game, LLC and ESDFOS, LLC v. ZeniMax Media Inc., et al.*; Superior Court of the State of California, County of Los Angeles, Central District, Opening Expert Report, Rebuttal Expert Report, Deposition

*DivX, LLC v. Harman International Industries, Inc.*; New York Supreme Court, New York County, Expert Report, Rebuttal Expert Report, Deposition

*Shimon Maimon v. Lockheed Martin Corporation*; Judicial Arbitration and Mediation Services, Rebuttal Expert Report, Deposition, Arbitration

*WSOU Investments, LLC d/b/a Brazos Licensing and Development v. ZTE Corporation*; U.S. District Court, Western District of Texas (Waco), Rebuttal Expert Report, Deposition

*Wonderland Switzerland AG v. Evenflo Company, Inc.*; U.S. District Court, District of Delaware (Wilmington), Expert Report, Reply Report, Deposition, Supplemental Expert Report, Trial

*NNCrystal US Corporation and The Board of Trustees of The University of Arkansas v. Nanosys, Inc.*; U.S. District Court, District of Delaware, Expert Report, Reply Report, Deposition

*Pavemetrics Systems, Inc. v. Tetra Tech, Inc. and Tetra Tech Tas Inc.*; U.S. District Court, Central District of California (Los Angeles), Expert Report, Deposition, Trial

*Global Tubing, LLC v. Tenaris Coiled Tubes, LLC and Tenaris, S.A.*; U.S. District Court, Southern District of Texas (Houston), Expert Report, Deposition

*The Cookie Department, Inc. v. The Hershey Company, One Brands, LLC*; U.S. District Court, Northern District of California (Oakland), Rebuttal Expert Report, Deposition

*Unirac, Inc. v. EcoFasten Solar, LLC and Esdec, Inc.*; U.S. District Court, District of Delaware, Expert Reports, Deposition





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**CASE DESCRIPTION / TYPE OF TESTIMONY**

*In the Matter of Certain Integrated Circuits, Chipsets, and Electronic Devices, and Products Containing the Same (Respondents);* U.S. International Trade Commission, Washington, D.C., Rebuttal Expert Report, Deposition

*In the Matter of Certain High-Density Fiber Optic Equipment and Components Thereof (Complainant);* U.S. International Trade Commission, Washington, D.C., Expert Report, Deposition, Witness Statement, Hearing; Enforcement Proceeding - Expert Report, Supplement to the Expert Report, Deposition, 2<sup>nd</sup> Supplement to the Expert Report, 3<sup>rd</sup> Supplement to the Expert Report, Witness Statement, 4<sup>th</sup> Supplement to the Expert Report, Supplement to Witness Statement, Hearing

*Blue Mountain Holdings, Ltd., et al. v. Bliss Nutraceuticals LLC, et al.;* U.S. District Court, Northern District of Georgia (Atlanta), Expert Report, Deposition

*Gibson Brands, Inc. v. Armadillo Distribution Enterprises, Inc. and Concordia Investment Partners, LLC;* U.S. District Court, Eastern District of Texas (Sherman), Rebuttal Expert Report, Deposition, Supplemental Rebuttal Expert Report, Trial

*Conformis, Inc. v. Medacta USA, Inc. and Medacta International SA;* U.S. District Court, District of Delaware, Rebuttal Expert Report, Supplemental Rebuttal Expert Report, Deposition

*In the Matter of Certain Silicon Photovoltaic Cells and Modules with Nanostructures, and Products Containing Same (Respondents);* U.S. International Trade Commission (Washington, D.C.), Expert Report, Deposition, Witness Statement, Hearing

*EcoFactor, Inc. v. Google LLC;* U.S. District Court, Western District of Texas (Waco), Expert Report, Deposition, Supplemental Report, Trial, Declaration

*G.W. Lisk Company, Inc. v. GITS Manufacturing Company;* U.S. District Court, Southern District of Iowa (Central); Expert Report, Reply Report, Deposition

*American Eagle Outfitters, Inc. and Retail Royalty Company v. Walmart, Inc.;* U.S. District Court, Western District of Pennsylvania (Pittsburgh), Expert Report, Rebuttal Report, Deposition

*Simply Wireless, Inc. v. T-Mobile US, Inc., et al.;* U.S. District Court, Eastern District of Virginia (Alexandria), Expert Report, Reply Report, Deposition, Sur-Sur Reply Report

*Gentex Corporation v. Galvion LTD and Galvion Inc.;* U.S. District Court, District of Delaware (Wilmington), Expert Report, Reply Report, Deposition

*Kirsch Research and Development, LLC v. DuPont de Nemours, Inc., FT Synthetics, Inc. and Atlas Roofing Corporation;* U.S. District Court, Eastern District of Texas (Texarkana), Expert Report, Deposition

*Malvern PanAnalytical Inc. v. TA Instruments-Waters LLC and Waters Technologies Corporation;* U.S. District Court, District of Delaware (Wilmington), Expert Report, Rebuttal Report, Reply Report, Deposition

*Finalrod IP, LLC v. Endurance Lift Solutions, Inc.;* U.S. District Court, Eastern District of Texas (Marshall), Expert Report, Deposition



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*Pierce Manufacturing, Inc. and Oshkosh Corporation v. E-One, Inc. and REV Group, Inc.*; U.S. District Court, Middle District of Florida (Tampa), Declaration, Expert Report, Deposition, Trial

*Polar Electro Oy v. Suunto Oy, et al.*; U.S. District Court, District of Utah (Central), Expert Report, Deposition

*Wonderland Switzerland AG v. Evenflo Company, Inc., et al.*; U.S. District Court, District of Delaware (Wilmington), Expert Report, Reply Report, Deposition, Trial

*Lufkin Industries, Inc. v. International Business Machines Corporation, et al.*; 159<sup>th</sup> Judicial District Court of Angelina County, Texas, Expert Report #1, Supplemental Report #1, Expert Report #2, Supplemental Report #2, Deposition

*The Hillman Group, Inc. v. KeyMe, LLC*; U.S. District Court, Eastern District of Texas (Marshall), Expert Report, Deposition #1, Consolidated Report, Deposition #2

*Team Worldwide Corporation v. Academy, LTD d/b/a Academy Sports + Outdoors, et al.*; U.S. District Court, Eastern District of Texas (Marshall), Expert Report, Rebuttal Report, Deposition #1, Deposition #2, Supplemental Report

*Nevro Corp. v. Boston Scientific Corporation, et al.*; U.S. District Court, Northern District of California (San Francisco), Expert Report, Supplemental Report, Deposition, Declaration

*Carnegie Institution of Washington, et al. v. Pure Grown Diamonds, Inc., et al.*; U.S. District Court, Southern District of New York (Foley Square), Expert Report, Supplemental Report, Deposition

*In the Matter of Certain High-Density Fiber Optic Equipment and Components Thereof (Complainant)*; U.S. International Trade Commission, Washington, D.C., Expert Report, Deposition, Witness Statement, Hearing

*Nissei ASB Co. and Nissei ASB Machine, Co., LTD. v. R&D Tool & Engineering Co.*; U.S. District Court, Western District of Missouri (Western), Expert Report, Reply Report, Deposition

*Jager Pro Incorporated v. Bull Creek Welding and Fabrication, Inc.*; U.S. District Court, Eastern District of Arkansas (Central), Expert Report, Deposition

**Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.**  
**Documents and Other Information Considered**

**Schedule 2**

ARM_		ARM_		ARM_		ARM_		ARM_		ARM_	
Begin	End	Begin	End	Begin	End	Begin	End	Begin	End	Begin	End
3	3	45266	45276	85679	85679	109791	109803	1228047	1228047	1236645	1236653
17	18	45334	45335	85680	85680	109806	109819	1228048	1228048	1236654	1236666
19	21	45393	45393	85682	85682	109822	109852	1228049	1228049	1236667	1236670
22	23	49072	49075	85687	85687	109855	109865	1228050	1228050	1236671	1236677
45	45	49139	49132	86088	86088	109982	109985	1228051	1228051	1236678	1236682
244	381	51071	51073	86164	86245	109991	109991	1228052	1228052	1236683	1236683
382	509	51088	51088	86247	86251	110165	110168	1228053	1228053	1236684	1236690
510	632	51378	51379	86285	86293	111064	111080	1228054	1228054	1236691	1236697
2166	2167	52468	52471	86829	86837	112064	112067	1228055	1228055	1236698	1236699
2198	2202	52794	52816	87367	87371	114880	114880	1228056	1228056	1236700	1236702
2226	2230	56424	56433	87449	87449	116328	116337	1228057	1228057	1236703	1236707
2280	2280	56439	56441	87451	87451	118835	118938	1228058	1228058	1236708	1236710
2953	2987	56519	56529	87699	87702	120302	120303	1228059	1228059	1236711	1236730
3621	3624	56538	56552	87854	87856	120530	120536	1228060	1228060	1236731	1236733
24810	24810	56882	56894	87936	87937	1215343	1215344	1228061	1228061	1236734	1236739
24815	24815	56900	56909	88045	88303	1215409	1215409	1228062	1228062	1236740	1236742
24817	24817	57152	57157	88371	88386	1215423	1215423	1228063	1228063	1236743	1236744
24819	24819	57479	57481	88390	88408	1215632	1215633	1228064	1228064	1237494	1237494
24820	24820	57594	57596	88655	88655	1215634	1215653	1228065	1228065	1237617	1237617
24825	24825	57594	57597	88656	88684	1215997	1216001	1228066	1228066	1238999	1239003
24826	24826	58159	58163	88892	88903	1226492	1226492	1228073	1228073	1239440	1239440
24837	24837	59363	59363	88906	88918	1226504	1226504	1228074	1228074	1239441	1239441
24838	24838	60458	60512	92674	92679	1226630	1226706	1228075	1228075	1239442	1239442
24841	24841	63607	63610	92784	92787	1228026	1228026	1228213	1228217	1239443	1239443
24844	24844	63692	63693	93852	93852	1228027	1228027	1231674	1231676	1239444	1239444
24851	24851	63694	63696	94543	94545	1228028	1228028	1232495	1232512	1239445	1239445
26001	26019	67288	67289	95370	95449	1228029	1228029	1232526	1232572	1239446	1239446
26092	26093	78754	78754	95578	95578	1228030	1228030	1232756	1232756	1239447	1239447
26471	26490	79507	79514	95579	95579	1228031	1228031	1233718	1233718	1239448	1239448
32604	32604	80910	80912	95580	95580	1228032	1228032	1235135	1235137	1239449	1239449
32650	32654	81942	81944	95789	95790	1228033	1228033	1235144	1235144	1239450	1239450
37458	37461	81945	81947	95791	95791	1228034	1228034	1235148	1235148	1239451	1239451
37462	37465	81962	81963	96011	96011	1228035	1228035	1235149	1235149	1239452	1239452
37713	37713	82268	82269	96692	96715	1228036	1228036	1236577	1236579	1239453	1239453
37718	37718	82426	82428	97388	97420	1228037	1228037	1236580	1236580	1239454	1239457
37729	37729	82714	82716	97512	97512	1228038	1228038	1236581	1236587	1239458	1239458
40078	40080	82717	82717	97522	97522	1228039	1228039	1236588	1236593	1239459	1239459
40237	40241	82717	82728	97527	97528	1228040	1228040	1236594	1236595	1239460	1239460
40283	40285	82871	82873	97966	97967	1228041	1228041	1236596	1236604	1239461	1239461
40289	40306	82874	82874	98968	99018	1228042	1228042	1236605	1236609	1239462	1239462
43894	43919	82925	82937	104678	104678	1228043	1228043	1236610	1236612	1239463	1239463
44650	44692	83252	83258	109518	109560	1228044	1228044	1236613	1236615	1239464	1239464
45250	45253	83356	83356	109734	109750	1228045	1228045	1236616	1236617	1239465	1239465
45262	45264	85677	85677	109778	109778	1228046	1228046	1236618	1236644	1239466	1239466

**Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.**  
**Documents and Other Information Considered**

**Schedule 2**

ARM_		ARM_		ARM_		ARM_		QCARM_		QCARM_	
Begin	End	Begin	End	Begin	End	Begin	End	Begin	End	Begin	End
1239467	1239469	1245599	1245617	1282466	1282575	1465116	1465121	591730	591732	3438153	3438193
1239470	1239470	1245618	1245618	1284005	1284007	<div>MASA_</div> <div>BeginEnd</div> 0000171900001724		591733	591736	3438194	3438234
1239471	1239471	1245619	1245640	1286878	1286998			591737	591740	3438235	3438275
1239472	1239472	1245641	1245672	1291148	1291148			591741	591745	3452409	3452442
1239473	1239473	1245673	1245703	1291202	1291202	<div>QCARM_</div> <div>BeginEnd</div> 28212823		592425	592431	3452662	3452664
1239474	1239474	1245704	1245705	1291691	1291745			2414807	2414813	3452665	3452667
1239475	1239475	1245706	1245719	1292638	1292644			2417783	2417783	3452668	3452672
1239476	1239476	1245720	1245726	1292866	1292866	2825	2827	2422682	2422711	3452720	3452723
1239477	1239477	1245727	1245755	1292867	1292914	20009	20010	2423231	2423233	3452805	3452807
1239478	1239478	1245756	1245793	1294035	1294036	275507	275543	2424464	2424466	3453808	3453810
1239479	1239479	1245794	1245813	1294037	1294038	275743	275763	2424496	2424498	3453866	3453868
1239483	1239483	1245814	1245837	1296809	1296825	276221	276248	2424621	2424623	3453870	3453872
1239485	1239485	1245838	1245848	1302854	1302857	276430	276430	2425046	2425048	3453873	3453874
1239486	1239486	1245849	1245890	1302909	1302912	276431	276441	2425297	2425299	3453875	3453877
1239488	1239488	1245891	1245914	1305265	1305265	276430	276430	2426801	2426803	3453879	3453881
1239490	1239490	1245915	1245938	1305375	1305375	315570	315583	2426804	2426806	3454302	3454304
1239493	1239493	1245939	1245940	1305479	1305479	332490	332490	2426807	2426814	3457104	3457104
1239495	1239495	1245941	1245978	1305515	1305515	337839	337855	2426815	2426821	3460229	3460233
1239504	1239504	1245979	1246020	1305785	1305789	337857	337899	2426822	2426836	3460451	3460453
1239789	1240096	1246021	1246042	1309668	1309669	338277	338284	2426837	2426852	3474751	3474828
1240202	1240203	1246043	1246066	1311070	1311084	338297	338311	2426853	2426855	3478016	3478018
1240204	1240225	1246067	1246085	1315342	1315364	338573	338576	2426856	2426881	3485446	3485461
1240226	1240236	1246086	1246111	1425186	1425186	338983	338989	2426882	2426882	3485462	3485541
1240237	1240280	1246112	1246134	1425194	1425198	339100	339127	2426883	2426884	3519910	3519912
1240281	1240282	1246135	1246157	1426109	1426156	339326	339335	2426885	2426887	3520810	3520812
1240283	1240304	1246158	1246194	1427450	1427492	340961	340961	2426888	2426888	3520813	3520815
1240305	1240307	1246195	1246197	1427493	1427522	341136	341178	2426889	2426891	3520816	3520818
1240308	1240325	1246198	1246224	1427523	1427537	342825	342841	2426892	2426894	3520819	3520821
1240326	1240353	1246225	1246227	1435422	1435423	343120	343142	2426895	2426897	3520822	3520825
1240354	1240381	1250306	1250306	1435455	1435456	343143	343222	2429058	2429059	3520826	3520829
1240382	1240391	1250307	1250307	1435466	1435466	343649	343587	2554114	2554116	3520830	3520834
1240392	1240412	1259704	1259704	1436707	1436716	343649	343650	3241389	3241393	3522610	3522611
1240413	1240437	1259705	1260105	1436796	1436801	343954	343976	3318368	3318368	3522895	3522902
1240438	1240447	1260121	1260391	1436919	1436946	350826	350848	3337797	3337799	3526546	3526553
1240448	1240448	1260418	1260686	1437116	1437117	351402	351483	3400486	3400548	3535535	3535535
1240449	1240469	1262030	1262366	1437128	1437128	352878	352906	3404294	3404353	3535536	3535536
1240470	1240507	1265340	1265342	1437135	1437136	356834	356845	3426632	3426638	3536628	3536629
1240508	1240526	1265728	1265733	1437178	1437179	363482	363482	3429791	3429872	3536886	3536888
1241187	1241187	1266931	1266990	1437214	1437216	550518	550529	3434164	3434165	3536889	3536891
1241589	1241589	1266995	1267070	1437222	1437233	557206	557207	3437962	3438003	3536892	3536894
1241597	1241598	1271909	1271926	1450767	1450768	569125	569164	3438004	3438037	3536895	3536897
1241616	1241620	1271927	1271928	1460538	1460538	569461	569494	3438038	3438074	3536898	3536901
1243410	1243629	1271929	1271953	1462242	1462255	584330	584332	3438075	3438113	3536902	3536905
1243875	1243995	1281879	1281879	1462325	1462360			3438114	3438152	3536921	3536933

Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.  
Documents and Other Information Considered

Schedule 2

QCARM_		QCARM_		QCARM_		QCARM_		QCARM_		QCARM_	
Begin	End	Begin	End	Begin	End	Begin	End	Begin	End	Begin	End
3537376	3537378	3682258	3682368	3859365	3859367	3919919	3919921	7434227	7434227	7627803	7627804
3537713	3537715	3819781	3819782	3862422	3862422	3920067	3920067	7434228	7434229	7629881	7629883
3537773	3537776	3819785	3819785	3862424	3862425	6920658	6920661	7471719	7471722	7634056	7634056
3616504	3616504	3819786	3819787	3880649	3880650	7389922	7389940	7497370	7497373	7635065	7635065
3626049	3626050	3839281	3839282	3912281	3912281	7389941	7389981	7497374	7497374	7646660	7646660
3674878	3674879	3839896	3839911	3912283	3912284	7427707	7427707	7505464	7505464		

Legal Documents and Related Exhibits

2022-08-31 - Complaint  
2022-09-30 - Defendants' Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Counterclaim  
2022-10-26 - Defendants' Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Amended Counterclaim  
2022-11-15 - Plaintiff Arm Ltd.'s Answer and Affirmative Defenses to Defendant Qualcomm Inc., Qualcomm Technologies, Inc., and Nuvia, Inc.'s Amended Counterclaim  
2023-02-27 - Arm Ltd.'s Objections and Responses to Qualcomm's First Set of Interrogatories, Nos. 1-11  
2023-02-27 - Arm Ltd.'s Objections and Responses to Qualcomm's First Set of Requests for Production, Nos. 1-36  
2023-02-27 - Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories, Nos. 1-13  
2023-02-27 - Defendants' Responses and Objections to Plaintiff's First Set of Requests for Production, Nos. 1-51  
2023-04-04 - Arm Ltd.'s First Amended Objections and Responses to Qualcomm's First Set of Requests for Production, Nos. 1-36  
2023-04-26 - Corrected Second Amended Complaint for Willful Patent Infringement  
2023-05-04 - Defendants' Responses and Objections to Plaintiff's Second Set of Requests for Production, Nos. 52-58  
2023-05-05 - Arm Ltd.'s First Objection and Responses to Qualcomm's Second Set of Requests for Production, Nos 37-50  
2023-06-23 - Defendants' First Supplemental Responses and Objections to Plaintiff's First Set of Interrogatories, Nos. 1-4 and 6  
2023-07-14 - Arm Ltd.'s First Objection and Responses to Qualcomm's Third Set of Requests for Production, Nos. 51-54  
2023-08-23 - Defendants' Responses and Objections to Plaintiff's Third Set of Requests for Production, Nos. 59-122  
2023-10-02 - Arm Ltd.'s Objections and Responses to Qualcomm's Second Set of Interrogatories, Nos. 12-19  
2023-10-02 - Plaintiff Arm Ltd.'s Objections and Responses to Defendant Qualcomm's Fourth Set of Requests for Production, Nos. 55-70  
2023-10-20 - Defendants' Responses and Objections to Plaintiff's First Set of Requests for Admission, Nos. 1-30  
2023-10-26 - Defendants' Supplemental and Amended Response and Objections to Plaintiff's First Set of Interrogatories, No. 5  
2023-10-26 - Correspondence Email from J. Braly to J. Li  
2023-10-27 - Defendants' Responses and Objections to Plaintiff's Second Set of Interrogatories  
2023-11-09 - Arm Ltd.'s Objections and Responses to Qualcomm's Third Set of Interrogatories, No. 20  
2023-11-17 - Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories, Nos. 12-19  
2023-11-17 - Arm Ltd.'s Objections and Responses to Qualcomm's Fourth Set of Interrogatories, Nos. 21-25  
2023-11-17 - Arm Ltd.'s Second Supplemental Objections and Responses to Qualcomm's First Set of Interrogatories, Nos. 1-11  
2023-11-17 - Arm Ltd.'s Supplemental Objections and Responses to Qualcomm's Third Set of Interrogatories, No. 20  
2023-11-17 - Defendants' First Supplemental Reponses and Objections to Plaintiff's Second Set of Interrogatories, Nos. 15-16  
2023-11-17 - Defendants' Responses and Objections to Plaintiff's Fourth Set of Requests for Production, No. 123  
2023-11-17 - Plaintiff Arm Ltd.'s Objection and Responses to Defendant Qualcomm's Fifth Set of Requests for Production, Nos. 71-124  
2023-11-17 - Plaintiff Arm Ltd.'s Responses and Objections to Qualcomm's First Requests for Admissions to Plaintiff, Nos. 1-30  
2024-02-12 - Plaintiff Arm Ltd.'s Objections and Responses to Qualcomm's Sixth Set of Requests for Production (Nos. 125-147)  
2024-03-13 - Defendant's Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Second Amended Counterclaims  
2024-04-29 - Arm Ltd.'s Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28)  
2024-05-02 - Arm Ltd.'s Responses and Objections to Qualcomm's Seventh Set of Requests for Production (Nos. 148-154)  
2024-05-07 - Defendant's Responses and Objections to Plaintiff's Third Set of Interrogatories (Nos. 26-29)  
2024-05-10 - Arm Ltd.'s Objections and Responses to Qualcomm's Sixth Set of Interrogatories (No. 29)  
2024-05-10 - Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's Fifth Set of Interrogatories (Nos. 26-28)



Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.  
Documents and Other Information Considered

Schedule 2

Deposition Transcripts and Related Exhibits			
2023-09-22 - Rohit Singh	2023-11-03 - Gerard Williams	2023-11-29 - Lynn Bos	2023-12-14 - Laura Sand
2023-10-12 - Manu Gulati	2023-11-08 - Ziad Asghar	2023-11-30 - Karthik Shivashankar	2023-12-19 - Christine Tran
2023-10-20 - Ramakrishna Chunduru	2023-11-09 - Paul Williamson	2023-12-01 - Pradeep Kanapathipillai	2023-12-20 - Ian Thornton
2023-10-25 - Jignesh Trivedi	2023-11-15 - Christiano Amon	2023-12-07 - Mark Werkheiser	2024-05-10 - Guy Larri
2023-10-25 - Tim Herbert	2023-11-15 - Richard Grisenthwaite	2023-12-08 - Geeta Balakrishnan	2024-05-16 - Geetha Vedaraman
2023-10-27 - Nitin Sharma	2023-11-16 - Simon Segars	2023-12-08 - Jonathan Armstrong	
2023-10-27 - Will Abbey	2023-11-28 - Jim Thompson	2023-12-12 - Rene Haas	
2023-11-02 - Lynn Couillard	2023-11-28 - Michael Roberts	2023-12-14 - Vivek Agrawal	

Expert Reports
2024-02-27 - Expert Report of Patrick F. Kennedy, PhD.
2024-05-20 - Opening Expert Report of Dr. Murali Annavaram Regarding Qualcomm's Counterclaim
2024-05-20 - Expert Report of Patrick F. Kennedy, Ph.D.
2024-06-10 - Rebuttal Expert Report of Dr. Robert P. Colwell to Dr. Annavaram's Opening Expert Report Regarding Qualcomm's Counterclaim

Publicly Available Information/Other
Ampere’s Second Mot. for Protective Order
Arm Holdings plc Amendment No. 2 to Form F-1, September 5, 2023
Arm Holdings plc Form 424(b)(4), September 14, 2023
Arm Holdings plc FQ2 2024 Earnings Call Transcripts, November 8, 2023
Arm Holdings plc FQ3 2024 Earnings Call Transcripts, February 7, 2024
Arm Holdings plc FQ3 2024 Results Presentation, February 7, 2024
Arm Holdings plc Q2 FY 2024 Key Financial Data
Arm Holdings plc Q2 FY 2024 Shareholder Letter
Arm Holdings plc Q3 FY 2024 Key Financial Data
Arm Holdings plc Q3 FY 2024 Shareholder Letter
Arm Neoverse CMN-700 Coherent Mesh Network, Technical Reference Manual, Revision: r3p2, p. 17.
Bhandarkar, Dileep, and Douglas W. Clark. "Performance from architecture: comparing a RISC and a CISC with similar hardware organization." Proceedings of the fourth international conference on Architectural support for programming languages and operating systems. 1991
Hearing Transcript, September 29, 2023
<a href="https://9to5mac.com/2019/11/15/three-former-apple-execs-create-new-chip-company-will-compete-with-intel-and-amd/">https://9to5mac.com/2019/11/15/three-former-apple-execs-create-new-chip-company-will-compete-with-intel-and-amd/</a>
<a href="https://aws.amazon.com/what-is/cpu/">https://aws.amazon.com/what-is/cpu/</a>
<a href="https://community.fs.com/article/what-is-a-server-cpu.html">https://community.fs.com/article/what-is-a-server-cpu.html</a>
<a href="https://download.intel.com/newsroom/kits/40thanniversary/pdfs/What_is_a_Microprocessor.pdf">https://download.intel.com/newsroom/kits/40thanniversary/pdfs/What_is_a_Microprocessor.pdf</a>
<a href="https://futurumgroup.com/about-us/who-we-are/">https://futurumgroup.com/about-us/who-we-are/</a>
<a href="https://futurumgroup.com/insights/qualcomm-snapdragon-x-elite-and-█-cpu-aim-to-disrupt-the-pc-market/">https://futurumgroup.com/insights/qualcomm-snapdragon-x-elite-and-█-cpu-aim-to-disrupt-the-pc-market/</a>
<a href="https://hbr.org/2022/08/in-uncertain-times-the-best-strategy-is-adaptability">https://hbr.org/2022/08/in-uncertain-times-the-best-strategy-is-adaptability</a>
<a href="https://investor.qualcomm.com/segments/qct">https://investor.qualcomm.com/segments/qct</a>
<a href="https://investors.arm.com/static-files/187d293b-42eb-48b0-b82f-e78bce4da9e4">https://investors.arm.com/static-files/187d293b-42eb-48b0-b82f-e78bce4da9e4</a>
<a href="https://medium.com/silicon-reimagined/performance-delivered-a-new-way-8f0f5ed283d5">https://medium.com/silicon-reimagined/performance-delivered-a-new-way-8f0f5ed283d5</a>
<a href="https://mixed-news.com/en/samsung-xr-devices-will-use-google-and-qualcomm-tech/">https://mixed-news.com/en/samsung-xr-devices-will-use-google-and-qualcomm-tech/</a>
<a href="https://newsroom.arm.com/news/arm-announces-closing-of-initial-public-offering">https://newsroom.arm.com/news/arm-announces-closing-of-initial-public-offering</a>
<a href="https://nvidianews.nvidia.com/news/nvidia-introduces-grace-cpu-superchip">https://nvidianews.nvidia.com/news/nvidia-introduces-grace-cpu-superchip</a>
<a href="https://pc-tablet.com/qualcomm-throws-down-the-gauntlet-snapdragon-xr2-gen-2-challenges-apples-vision-pro-in-mixed-reality-race/">https://pc-tablet.com/qualcomm-throws-down-the-gauntlet-snapdragon-xr2-gen-2-challenges-apples-vision-pro-in-mixed-reality-race/</a>
<a href="https://podcasts.apple.com/us/podcast/qualcomm-ceo-on-what-he-really-thinks-of-apple/id1091374076?i=1000565773375">https://podcasts.apple.com/us/podcast/qualcomm-ceo-on-what-he-really-thinks-of-apple/id1091374076?i=1000565773375</a>
<a href="https://seekingalpha.com/article/4422252-qualcomm-incorporateds-qcom-ceo-steve-mollenkopf-on-q2-2021-results-earnings-call-transcript">https://seekingalpha.com/article/4422252-qualcomm-incorporateds-qcom-ceo-steve-mollenkopf-on-q2-2021-results-earnings-call-transcript</a>
<a href="https://semiengineering.com/knowledge_centers/integrated-circuit/ic-types/processors/central-processing-unit-cpu/">https://semiengineering.com/knowledge_centers/integrated-circuit/ic-types/processors/central-processing-unit-cpu/</a>

Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.  
Documents and Other Information Considered

Schedule 2

Publicly Available Information/Other (cont.)
<a href="https://support.microsoft.com/en-us/windows/common-pc-and-device-terms-4542f069-4cf7-431a-bb6b-c6cbdbe3e6e9">https://support.microsoft.com/en-us/windows/common-pc-and-device-terms-4542f069-4cf7-431a-bb6b-c6cbdbe3e6e9</a>
<a href="https://techcrunch.com/2020/09/24/nuvia-series-b">https://techcrunch.com/2020/09/24/nuvia-series-b</a>
<a href="https://viewpoint.pwc.com/dt/us/en/pwc/pwc_sec_volume/pwc_sec_volume_US/8000_registration_an_US/sec_8110_form_f1_US.html#pwc-topic.dita_fb3ce65d-0b9d-4db7-92ff-4e1fd99ba885">https://viewpoint.pwc.com/dt/us/en/pwc/pwc_sec_volume/pwc_sec_volume_US/8000_registration_an_US/sec_8110_form_f1_US.html#pwc-topic.dita_fb3ce65d-0b9d-4db7-92ff-4e1fd99ba885</a>
<a href="https://web.archive.org/web/20210115193713/https://nuviainc.com/">https://web.archive.org/web/20210115193713/https://nuviainc.com/</a>
<a href="https://web.archive.org/web/20210316180114/https://nuviainc.com/">https://web.archive.org/web/20210316180114/https://nuviainc.com/</a>
<a href="https://web.archive.org/web/20210422062904/https://nuviainc.com/nuvia-raises-53-million-to-reimagine-silicon-design-for-the-data-center/">https://web.archive.org/web/20210422062904/https://nuviainc.com/nuvia-raises-53-million-to-reimagine-silicon-design-for-the-data-center/</a>
<a href="https://www.americanbar.org/groups/tort_trial_insurance_practice/committees/automobile-litigation/safety_regulatory_considerations/">https://www.americanbar.org/groups/tort_trial_insurance_practice/committees/automobile-litigation/safety_regulatory_considerations/</a>
<a href="https://www.androidauthority.com/mobile-processors-2022-2741344/">https://www.androidauthority.com/mobile-processors-2022-2741344/</a>
<a href="https://www.arm.com/architecture/cpu">https://www.arm.com/architecture/cpu</a>
<a href="https://www.arm.com/glossary/adas">https://www.arm.com/glossary/adas</a>
<a href="https://www.arm.com/glossary/connected-devices">https://www.arm.com/glossary/connected-devices</a>
<a href="https://www.arm.com/glossary/cpu">https://www.arm.com/glossary/cpu</a>
<a href="https://www.arm.com/glossary/iot-devices">https://www.arm.com/glossary/iot-devices</a>
<a href="https://www.arm.com/glossary/isa">https://www.arm.com/glossary/isa</a>
<a href="https://www.arm.com/glossary/risc">https://www.arm.com/glossary/risc</a>
<a href="https://www.arm.com/glossary/smart-devices">https://www.arm.com/glossary/smart-devices</a>
<a href="https://www.arm.com/glossary/soc-development">https://www.arm.com/glossary/soc-development</a>
<a href="https://www.arm.com/partners">https://www.arm.com/partners</a>
<a href="https://www.arm.com/products/silicon-ip-system/corelink-interconnect/cmn-700">https://www.arm.com/products/silicon-ip-system/corelink-interconnect/cmn-700</a>
<a href="https://www.cnbc.com/2022/09/01/why-arms-lawsuit-against-qualcomm-is-a-big-deal.html">https://www.cnbc.com/2022/09/01/why-arms-lawsuit-against-qualcomm-is-a-big-deal.html</a>
<a href="https://www.cnbc.com/2023/09/14/arm-ipo-what-is-risc-v-and-why-does-arm-call-the-rival-product-a-risk.html">https://www.cnbc.com/2023/09/14/arm-ipo-what-is-risc-v-and-why-does-arm-call-the-rival-product-a-risk.html</a>
<a href="https://www.cnbc.com/2023/11/09/how-arm-gained-chip-dominance-with-apple-nvidia-amazon-and-qualcomm.html">https://www.cnbc.com/2023/11/09/how-arm-gained-chip-dominance-with-apple-nvidia-amazon-and-qualcomm.html</a>
<a href="https://www.cnet.com/tech/computing/qualcomms-pc-chip-could-mean-windows-pcs-as-good-as-apple-macbooks/">https://www.cnet.com/tech/computing/qualcomms-pc-chip-could-mean-windows-pcs-as-good-as-apple-macbooks/</a>
<a href="https://www.currency.me.uk/convert/gbp/usd">https://www.currency.me.uk/convert/gbp/usd</a>
<a href="https://www.digitaltrends.com/computing/what-is-a-cpu/">https://www.digitaltrends.com/computing/what-is-a-cpu/</a>
<a href="https://www.eweek.com/servers/cavium-introduces-thunderx2-arm-server-chip-for-data-center-systems/">https://www.eweek.com/servers/cavium-introduces-thunderx2-arm-server-chip-for-data-center-systems/</a>
<a href="https://www.forbes.com/sites/jonmarkman/2023/12/05/qualcomms-x-elite-crushes-apple-arm-holdings-stocks-surge/?sh=5f330d9e7d04">https://www.forbes.com/sites/jonmarkman/2023/12/05/qualcomms-x-elite-crushes-apple-arm-holdings-stocks-surge/?sh=5f330d9e7d04</a>
<a href="https://www.forbes.com/sites/startswithabang/2018/02/13/chaos-theory-the-butterfly-effect-and-the-computer-glitch-that-started-it-all/?sh=4b460bee69f6">https://www.forbes.com/sites/startswithabang/2018/02/13/chaos-theory-the-butterfly-effect-and-the-computer-glitch-that-started-it-all/?sh=4b460bee69f6</a>
<a href="https://www.ftc.gov/system/files/documents/cases/d09404_part_3_complaint_public_version.pdf">https://www.ftc.gov/system/files/documents/cases/d09404_part_3_complaint_public_version.pdf</a>
<a href="https://www.gigabyte.com/Article/server-processors-the-core-of-a-server-s-performance">https://www.gigabyte.com/Article/server-processors-the-core-of-a-server-s-performance</a>
<a href="https://www.gigabyte.com/Glossary/cisc">https://www.gigabyte.com/Glossary/cisc</a>
<a href="https://www.globenewswire.com/news-release/2019/11/15/1948072/0/en/NUVIA-Raises-53-Million-to-Reimagine-Silicon-Design-for-the-Data-Center.html">https://www.globenewswire.com/news-release/2019/11/15/1948072/0/en/NUVIA-Raises-53-Million-to-Reimagine-Silicon-Design-for-the-Data-Center.html</a>
<a href="https://www.intel.com/content/www/us/en/newsroom/resources/moores-law.html">https://www.intel.com/content/www/us/en/newsroom/resources/moores-law.html</a>
<a href="https://www.intel.com/content/www/us/en/products/docs/processors/xeon/server-processor-overview.html">https://www.intel.com/content/www/us/en/products/docs/processors/xeon/server-processor-overview.html</a>
<a href="https://www.intel.com/content/www/us/en/support/articles/000056236/intel-nuc.html">https://www.intel.com/content/www/us/en/support/articles/000056236/intel-nuc.html</a>
<a href="https://www.investopedia.com/articles/markets/012216/worlds-top-10-semiconductor-companies-tsmintc.asp">https://www.investopedia.com/articles/markets/012216/worlds-top-10-semiconductor-companies-tsmintc.asp</a>
<a href="https://www.lenovo.com/us/en/glossary/cpu-core/">https://www.lenovo.com/us/en/glossary/cpu-core/</a>
<a href="https://www.lenovo.com/us/en/glossary/instruction-set-architecture/">https://www.lenovo.com/us/en/glossary/instruction-set-architecture/</a>
<a href="https://www.lenovo.com/us/en/glossary/x86/">https://www.lenovo.com/us/en/glossary/x86/</a>
<a href="https://www.linkedin.com/in/ivan-knez/">https://www.linkedin.com/in/ivan-knez/</a>
<a href="https://www.linkedin.com/in/peter-greenhalgh-8900789b/">https://www.linkedin.com/in/peter-greenhalgh-8900789b/</a>
<a href="https://www.linkedin.com/in/shultzwang/">https://www.linkedin.com/in/shultzwang/</a>
<a href="https://www.linkedin.com/in/todd-lepinski-ababaa9/">https://www.linkedin.com/in/todd-lepinski-ababaa9/</a>
<a href="https://www.mckinsey.com/featured-insights/mckinsey-explainers/what-is-the-internet-of-things">https://www.mckinsey.com/featured-insights/mckinsey-explainers/what-is-the-internet-of-things</a>
<a href="https://www.pcmag.com/news/qualcomm-snapdragon-x-elite- chip-tests">https://www.pcmag.com/news/qualcomm-snapdragon-x-elite- chip-tests</a>
<a href="https://www.pcworld.com/article/1382740/qualcomm-dubs-nuvia-cpu- -on-track-for-2023.html">https://www.pcworld.com/article/1382740/qualcomm-dubs-nuvia-cpu- -on-track-for-2023.html</a>
<a href="https://www.precedenceresearch.com/microprocessor-market">https://www.precedenceresearch.com/microprocessor-market</a>
<a href="https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/M29QualcommPDFa.pdf">https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/M29QualcommPDFa.pdf</a>
<a href="https://www.qualcomm.com/news/onq/2022/11/qualcomm- -custom-cpu-at-center-of-next-gen-premium-experiences-on-snapdragon-platforms">https://www.qualcomm.com/news/onq/2022/11/qualcomm- -custom-cpu-at-center-of-next-gen-premium-experiences-on-snapdragon-platforms</a>
<a href="https://www.qualcomm.com/news/releases/2005/11/qualcomm-introduces-worlds-most-advanced-mobile-microprocessor">https://www.qualcomm.com/news/releases/2005/11/qualcomm-introduces-worlds-most-advanced-mobile-microprocessor</a>

Arm Ltd. v. Qualcomm, Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.  
Documents and Other Information Considered

Schedule 2

Publicly Available Information/Other (cont.)
<a href="https://www.qualcomm.com/news/releases/2021/01/qualcomm-acquire-nuvia">https://www.qualcomm.com/news/releases/2021/01/qualcomm-acquire-nuvia</a>
<a href="https://www.qualcomm.com/news/releases/2021/03/qualcomm-completes-acquisition-nuvia">https://www.qualcomm.com/news/releases/2021/03/qualcomm-completes-acquisition-nuvia</a>
<a href="https://www.qualcomm.com/news/releases/2023/10/qualcomm-unleashes-snapdragon-x-elite--the-ai-super-charged-plat">https://www.qualcomm.com/news/releases/2023/10/qualcomm-unleashes-snapdragon-x-elite--the-ai-super-charged-plat</a>
<a href="https://www.qualcomm.com/products">https://www.qualcomm.com/products</a>
<a href="https://www.qualcomm.com/products/technology/processors">https://www.qualcomm.com/products/technology/processors</a>
<a href="https://www.qualcomm.com/research/extended-reality">https://www.qualcomm.com/research/extended-reality</a>
<a href="https://www.qualcomm.com/snapdragon/overview">https://www.qualcomm.com/snapdragon/overview</a>
<a href="https://www.sec.gov/files/reada10k.pdf">https://www.sec.gov/files/reada10k.pdf</a>
<a href="https://www.techspot.com/article/1856-aiming-for-atoms-chip-manufacturing/">https://www.techspot.com/article/1856-aiming-for-atoms-chip-manufacturing/</a>
<a href="https://www.telink-semi.com/system-on-chip/">https://www.telink-semi.com/system-on-chip/</a>
<a href="https://www.tomshardware.com/news/arm-based-cpus-set-to-double-notebook-pc-market-share-by-2027">https://www.tomshardware.com/news/arm-based-cpus-set-to-double-notebook-pc-market-share-by-2027</a>
<a href="https://www.tomshardware.com/pc-components/cpus/arm-pc-market-share-shrinks-mercury-research">https://www.tomshardware.com/pc-components/cpus/arm-pc-market-share-shrinks-mercury-research</a>
<a href="https://www.tomshardware.com/reviews/glossary-soc-system-on-chip-definition,5890.html">https://www.tomshardware.com/reviews/glossary-soc-system-on-chip-definition,5890.html</a>
<a href="https://www.wired.com/story/apples-new-macbook-pro-chips-flex-power-custom-silicon/">https://www.wired.com/story/apples-new-macbook-pro-chips-flex-power-custom-silicon/</a>
NuVia, Inc., Private Company Profile, S&P Capital IQ
Nvidia-Arm, A report to the Secretary of State for Digital, Culture, Media & Sport on the anticipated acquisition by NVIDIA Corporation of Arm Limited, July 20, 2021
Performance from Architecture: Comparing a RISC and a CICS with Similar Hardware Organization, Bhandarkar & Clark
Qualcomm Inc. Form 10-K for the fiscal year ended September 24, 2023
Qualcomm Inc. Form 10-K for the fiscal year ended September 26, 2021
Qualcomm Incorporated FQ1 2024 Earnings Call Transcripts, January 31, 2024
Qualcomm Incorporated, Form 10-K for fiscal year ended September 24, 2023
Reference Manual on Scientific Evidence, Federal Judicial Center and National Research Council of the National Academies
S&P Capital IQ, Infineon Technologies AG Transaction Details, Merger/Acquisition: Cypress Semiconductor Corporation
S&P Capital IQ, Nuvia, Inc. Transaction Details, Merger/Acquisition: Qualcomm Technologies, Inc.
S&P Capital IQ, Nuvia, Inc. Transaction Details, Private Placement: Mayfield Fund, LLC
The Sedona Conference, Commentary on Monetary Remedies in Trade Secret Litigation, 24 SEDONA CONF. J. 349 (2023)
Weil, Roman L., et al. Litigation Services Handbook: The Role of the Financial Expert, 6th Edition, Wiley, 2017



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